The Solicitors' Journal
and Weekly Reporter.
LONDON, JULY 29, 1911.

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Annual Subscription, 26s., by post 28s., half-yearly and quarterly in proportion.

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The Long Vacation.

IT WILL be seen from the notice we print elsewhere that Mr. Justice HORRIDGE is to be vacation judge for the first half of the Long Vacation, and that the chambers of JOYCE and EVE, JJ., are to be open for vacation business.

The New R.S.C.

THE NEW R.S.C., upon which we commented recently when issued in draft (*ante*, pp. 561, 574, 594), have now been issued in their final form and will be found printed elsewhere. The only alteration in the draft rules seems to be the introduction of an additional rule making some changes in ord. 35, r. 21, with regard to the filing of documents where a cause or matter in the Chancery Division is proceeding in a district registry. Under the original rules certain documents were required to be filed in London, but this is excluded now as regards Liverpool and Manchester, and in causes or matters proceeding in those registries all documents will be filed in the district registry in which the cause or matter is proceeding. The draft rules which are now confirmed provide for the issue of concurrent originating summonses in the same manner as concurrent writs, and extend the third party procedure to claims for contribution or indemnity against fourth and other parties. Charging orders are added to the matters excluded by ord. 52, r. 12, from the jurisdiction of the masters, and henceforth orders in chambers not made by the judge personally will have to be marked in the margin with the name of the master responsible. New rules are introduced regulating the procedure on references in Admiralty actions. But the most noteworthy of the changes is the acceleration of the time for drawing up and entering judgments. Fourteen days is allowed from the date of the judgment or order, and where this is exceeded disciplinary powers are conferred on the judge to be exercised on the report of the registrar. A reference to the observations we have already made on this change will suggest that the registrars themselves will also have to accelerate their practice in order to enable the new rule to be observed.

Postponement of Distress and Execution under the National Insurance Bill.

THE AMENDMENTS proposed by the Chancellor of the Exchequer to clause 51 of the National Insurance Bill, which prohibits distress or execution during receipt of sickness benefit, make provision for the cases to which the clause applies being genuine, and moreover so limit its application as to remove most of the objections which were felt to it, and which we expressed when the Bill was issued. As it originally stood, distress or execution or ejectment were forbidden while an insured person against whom such proceedings could be taken was in receipt of sickness benefit—a possible period of twenty-six weeks—and for fourteen days after, with power for a county court judge, if the debtor's life would be in danger, to grant an extension of the period. According to the clause as amended, the medical practitioner attending the insured person must certify that the distress or other proceeding will endanger his life before the prohibition against the proceeding shall arise, and there will be an appeal against the accuracy of the certificate to the registrar of the county court. The certificate is to be in force for a maximum period of one week, and may be renewed weekly up to, but not beyond, the expiration of three months from the date of the original certificate. Inasmuch as the certificate will ensure that the circumstances are such that no humane landlord or creditor would think of enforcing his right, there can, it seems, be no great objection to the clause as modified. The legal remedy no doubt is interfered with, but it does not seem that the landlord or creditor is put to any disadvantage of which he can complain.

The County Courts Bill.

THE HOUSE of Lords on Tuesday defeated, by 37 to 21, the attempt of Lord HALSBURY to exclude from the County Courts Bill clause 1, which confers on county courts unlimited jurisdiction at the instance of the plaintiff, subject to the defendant's right to have the case, if over £100, removed into the High Court. Lord HALSBURY'S opposition to the clause was supported by Lord ROBSON, Lord MERSEY, and Lord ALVERSTONE. The clause was supported by Lord GORELL, to the report of whose committee it is due. Seeing that Lord LANSDOWNE, in this conflict of lawyers, announced his determination to vote with Lord HALSBURY, it is matter of surprise that the Lord Chancellor succeeded in defeating the amendment. The arguments on the other side threw no new light on the question. According to Lord ROBSON the primary purpose of the county court is to give the poorer classes a rapid and cheap means for the settlement of their disputes for smaller amounts, and he considers that they have been adversely affected by the amount of work which has been thrown upon them. Such doubtless was the original purpose, but the courts have shewn themselves capable of a more extended utility, and this the Bill recognizes. Lord ALVERSTONE clings to the circuit system, and, if it is defective, is quite willing that it should be altered. He proposes as the ideal of provincial justice that a judge of the High Court should come down to try each man's cause at his own door. But the circuit system has not in fact shewn itself very amenable to alteration, and meanwhile the county court had been becoming a formidable rival. The statistics of county court work as given by the Lord Chancellor do not suggest any difficulty at present in arranging for a possible extension of work.

Extraordinary Traffic and Extraordinary Expenses.

THE CASE of *Billericay Rural District Council* v. *Poplar Union* (*ante*, p. 647) raised a point which is not so simple as it might seem. The defendants, acting through a contractor, had hauled manure for a farm colony controlled by them along roads in three parishes of the plaintiff council's rural district; this had been done in such a way as to constitute "extraordinary traffic" within the meaning of section 23 of the Highways and Locomotives (Amendment) Act, 1878. That section gives the road authority a remedy against the responsible party for damage caused to its roads when "having regard to the *average expense* of repairing highways in the neighbourhood *extraordinary expenses* have been incurred by such authority in repairing such highway by reason of the damage caused by . . . *extraordinary traffic* thereon." Now in the present case there was no doubt that damage had been done, but it was shewn that the sum spent on repairs during the relevant year only very slightly exceeded the average sum spent during the past five years. It was contended accordingly by the defendants that the expenses so incurred could not be called "extraordinary," and this view was accepted both by Mr. Justice CHANNELL, who tried the case, and by the majority of the Court of Appeal. Lord Justice BUCKLEY, however, although assenting to the decision on other grounds, disagreed with this *ratio decidendi*. He held that if the haulage complained of had been the *causa proxima* of the expenditure found necessary in the case of the roads in question, it did not matter whether or not it exceeded the normal sum. But for the traffic the roads might be left unrepaired during the particular year in which the damage occurred. In other words, the learned Lord Justice evidently regarded the word "extraordinary" which precedes "expenses" as redundant; a view which many practitioners have shared.

Interest on Damages in Reference Orders.

MR. JUSTICE EVE had a point of some practical importance before him in *Ashorer Fluor Spar Mines (Limited)* v. *Jackson* (*ante*, p. 649). By section 17 of the Judgments Act, 1838, it is enacted that every judgment debt shall carry interest at 4 per cent. per annum from the time of entering up the judgment until the same shall be satisfied, and such interest may be levied under a writ of execution on such judgment. By section 18 all orders of a court of equity and all rules of the Divisional Court (*e.g.*, a rule *nisi*) are placed on the same footing as judgments as regards their legal effect. Again, ord. 42, r. 24, of the Supreme Court Rules provides that in any cause or matter every order may be enforced as a judgment to the same effect. Now, several difficulties at once occur to the mind of the experienced practitioner when he reads these provisions. One of those difficulties, of course, is whether a plaintiff who obtains a verdict for damages, but has judgment entered *against him* by the judge, and who afterwards has judgment entered *in his favour* by the Court of Appeal, is entitled to damages as from the date of the former judgment or merely from that of the Court of Appeal. In *Borthwick* v. *Elderslie Steamship Co.* (1905, 2 K. B. 516) a question very like this did actually arise; the Court of Appeal decided that the judgment does not as a matter of course take effect from the date of the trial; it only does so if the Court of Appeal has ordered it to be antedated to that date. Another difficulty, which one would expect to occur often enough, is the one which Mr. Justice EVE had before him in the case on which we are commenting. In July, 1910, an order by consent was made in a trespass action referring to a special referee the ascertainment of damages alleged to have been suffered by the plaintiff. In June, 1911, the referee reported the damages as £1,515. Thereupon the plaintiff moved for an order that he was entitled to interest as from the date of the order of reference, July, 1910. This contention Mr. Justice EVE rejected on the ground that the order then made named no sum of money and created no judgment debt. But since the order had been made by consent, he treated it as an implied agreement between the parties to pay damages and interest as from the date when the referee made his report. It is clear, however, that the difficulty may arise in cases where no such implied agreement can be imported into the facts, and to meet such cases an amendment of the Supreme Court Rules seems desirable.

The History of Interest Recoverable in Actions.

THAT DISLIKE of allowing interest which marked the Canon Law and led to our mediæval usury laws had a strong influence on the Common Law, and induced the courts to disallow interest on sums recovered by action, except in a very few cases. In the year 1807 Lord ELLENBOROUGH laid down certain rules of practice which governed the allowance of interest in all common law actions until 1838; of course in Chancery the allowance of interest had long been recognized in all cases of breach of trust, express or constructive. Those rules so laid down permitted

interest only in three cases: (1) where there is a *written* contract for payment of a sum certain on a fixed day (*e.g.*, bills of exchange and bonds); (2) where the payment of interest can be inferred from the course of dealing between the parties as clearly intended by them; and (3) where the money has been lent and used by the borrower so as to earn interest for him: *De Haviland* v. *Bowerbank* (1807, 1 Camp. 50.) In the slightly later case of *De Bernales* v. *Fuller* (1810, 2 Camp. 429, note) it was ingeniously argued that the price of goods sold and delivered, when agreed to be paid on a fixed day, was a "sum certain" within the meaning of the first of those rules, but the court rejected this contention on the ground that the promise to pay was not a *contract in writing*, but merely an incident in a contract which might be either written or parol. This distinction was felt to be unsatisfactory, and in 1829 Lord TENTERDEN stated the rule in a modified form which gets rid of the difficulty: "Interest is not due on money secured by a written instrument unless it appears on the face of the document that interest was intended to be paid, or unless it be implied by usage of trade as in the case of certain mercantile instruments": *Page* v. *Newman* (1829, 9 B. & C. 378). The view expressed in those words of Lord TENTERDEN was approved by the House of Lords in *London, Chatham and Dover Railway Co.* v. *South Eastern Railway Co.* (1893, A. C. 429), and must now be regarded as law. But four statutory changes since the date of that decision (1829) have been introduced into the law. The Civil Law Amendment Act, 1833, allowed a jury to find a verdict awarding interest in two cases: first, where money is payable under some written instrument which does not carry interest by the usage of trade; secondly, where the value of a chattel is awarded as damages in an action for trover or trespass *de bonis asportatis*. The Judgments Act, 1838, allowed interest in the cases discussed in our previous observations. Again, the Bill of Exchange Act, 1882, permitted the allowance of interest by way of liquidated damages in a number of cases specified in the statute. Finally, by the Moneylenders Act, 1900, the revision of interest by the court is permitted in the case of "harsh and unconscionable bargains" made with a moneylender in the course of his business. But the whole law on the subject is archaic and anomalous and requires simplification. Possibly the best solution would be to adopt the French system and award interest by way of "moratory damages" where there has been delay in making any payment legally due.

Latchkey Voters.

THERE WILL be found elsewhere a report of the judgment of VAUGHAN WILLIAMS, L.J., and the decision of the Court of Appeal in *Kent* v. *Fittall* (*No.* 4). So many cases of this name have come from the revising barrister at Devonport to the High Court and the Court of Appeal that it is difficult to follow the course taken upon the various points in dispute. The present appeal was from a decision of the Divisional Court given on the 8th of November last, and reported in 27 T. L. R. 79. One remarkable feature of this particular case is that the Court of Appeal has upheld the Divisional Court and dismissed the appeal on grounds entirely different to those taken in the court below. The result is that the appeal from the Divisional Court has not elicited from the Court of Appeal a final decision on the main point supposed to be at issue. The appeal to the Divisional Court, in the form of a case stated by the revising barrister, raised the question whether, where a landlord resident on the premises had let rooms in the same house to a tenant, the revising barrister could find that the landlord had given up the right of control over those rooms on the evidence that the right of control was in fact not exercised. The tenants claimed the occupation franchise under section 3 of the Representation of the People Act, 1867, and section 5 of the Parliamentary and Municipal Registration Act, 1875. The latter enactment defines "dwelling-house" in the former enactment as including part of a house "where that part is separately occupied as a dwelling." The point at issue before the revising barrister was whether the landlord had so far given up his *primâ facie* right of control over rooms let to a tenant as to constitute the rooms of the latter a dwelling "separately occupied." There were some 250 disputed claims of this kind to the occupation franchise, and the revising barrister put the claimants on the list of voters, holding that the evidence shewed that the landlord had given up his right of control over the tenant's rooms. This was reversed by the Divisional Court on the ground that mere evidence of the landlord's right of control not being actually exercised was not proof that he had given up that right. The 250 names were, therefore, removed from the list of voters. One fact found by the revising barrister was that the landlord was rated for the whole house, but this finding was not referred to in the course of the judgments delivered by the Divisional Court. The appeal from the Divisional Court, however, has been dismissed on this very ground—that the landlord was rated for the whole house, and the case stands, so far as the question of the landlord's control is concerned, exactly where the Divisional Court left it. VAUGHAN WILLIAMS, L.J., does not even refer to this question of the landlord's control, and the judgments of FLETCHER MOULTON and BUCKLEY, L.JJ., were substantially to the same effect. Section 3 of the Representation of the People Act, 1867, in terms makes the fact of being rated one of the qualifications for registration. This qualification appears to have been regarded, in the present case, as of no importance in view of section 7, which, after enacting that occupiers, and not owners, in boroughs are to be rated, provides that "where the dwelling-house or tenement shall be wholly let out in apartments or lodgings not separately rated, the owner of such dwelling-house or tenement shall be rated." The view now taken by the Court of Appeal is that the words quoted have no application in the present case, and that this section is conclusive against the claims put forward, the claimants admittedly not being on the rate books. It seems extraordinary that this point should have been previously overlooked. The house in the present instance was not "wholly let out in apartments." Moreover, the necessity for occupying voters to be on the rate books is also expressly laid down in section 14 of the Parliamentary and Municipal Registration Act, 1878.

Suing as Covenantee by Deed-poll.

IT IS a well-settled rule that a covenant in a deed-poll can be sued on by any person with whom the covenant is made, though he is not a party to the deed, strictly speaking: see Norton on Deeds, 24. It is not, however, always easy to say in a particular case who is the person with whom the covenant is made. This point does not receive elucidation in the above-mentioned book, and appears not to be dealt with in any English report. Take the following case: A policy of life assurance, after reciting the proposal and declaration of the assured, one B., and the acceptance of the proposal, payment of premium, &c., proceeds as follows: "Now this policy witnesseth that in the event of the death of the said assured on or before the 1st day of May, 1878, while the premiums as aforesaid are duly paid, the said society *will pay to M. M.* the sum of £700 within thirty days after proof," &c. In view of the recitals, is the covenant here with the assured B., or with M.? This is a case taken from an Australian report, and decided as long ago as 1875: see *Moss* v. *Legal and General Life Assurance Society of Australia* (1 Victorian Law Reports (Law) 315). It was held that the covenant was with M., and that he was entitled to sue upon it. The court relied upon some observations in *Sorshie* v. *Park* (12 M. & W. 146), which related to joint and several covenants. At p. 157 Lord ABINGER said, "Where the words of a covenant are in their nature ambiguous, so that they may be construed either way, then the deed in which they are inserted supplies the mode of their construction." And PARKE, B., said, at p. 158, "Though the words be *primâ facie* joint, they will be construed to be several if the interest of either party appearing upon the face of the deed shall require that construction." There is a passage in Chitty on Pleading (vol. 1, p. 4, 7th ed.) which has some relevance to this question. It is there said: "If a deed-poll, *not* being a deed *inter partes*, contains a covenant *with* A. to pay B. a sum of money, it may be doubtful whether B. could sue in his own name; the covenant being *with* A. though for the benefit of another, and the contract being under seal, it would appear in such case that A. should be the plaintiff . . . If, however, the covenant in a deed-poll be

generally 'to pay B.,' or be expressly *with him* to pay the money *to him*, there appears to be no difficulty in his maintaining an action in his own name, although he did not execute the deed, and were in all other respects a stranger to it." It will be noticed that none of these positions exactly describe the circumstances in the Australian case, though the latter goes some way towards modifying the doubt expressed as to B. suing in his own name, when the covenant was with A.

The Non-disclosure of "Honour Policies."

THE SCOTTISH case of *Thames and Mersey Marine Insurance Co. (Limited) and Gunford Ship Co. (Limited)*, commonly called *The Gunford case*, decided by the House of Lords on the 28th of June on appeal from the Court of Session has excited some interest in the marine insurance world, and has been supposed by some persons to be inconsistent with the practice of underwriters by which any disclosure with regard to policies covering risks other than those which the particular underwriter is asked to accept is unnecessary. The Marine Insurance Act, 1906, enacts, following the previous law, that the assured must disclose to the insurer, before the contract is concluded, every material circumstance which is known to the assured, and that if the assured fails to make such disclosure, the insurer may avoid the contract. The statute adds that every circumstance is material which would influence the judgment of a prudent insurer in fixing the premium, or determining whether he will take the risk. The action was on valued policies on the hull of a vessel effected through the agency of the managing owner of the vessel, and it appeared that the hull was largely over-insured having regard to its market value. The owners had also effected insurances on freight and disbursements. With regard to a large part of these disbursements there was no insurable interest as it was covered by the insurance on freight, and the insurance was effected by a p.p.i. or "honour" policy. The managing owner who had advanced money to the ship also took out for his own protection "honour policies" on disbursements. The House of Lords, differing from the Court of Session, held that the omission to disclose the facts relating to the over-insurance, and the existence and amount of the "honour" policies, amounted to the non-disclosure of material circumstances and made the contract of insurance voidable. "Honour" or "gambling" policies, which are prohibited by the Marine Insurance (Gambling Policies) Act, 1909, have by no means been abolished, and the argument of the owners was that the shipping and insurance world are aware that such things go on and that every insurer takes the risk involved in this kind of underwriting. But the Lords were, we think, fully justified in holding that the effect of the gambling transactions was to increase the risk of loss, for when a gamble has been made by one of the parties to the insurance upon the event of the loss of the ship, his interest is that the ship shall be destroyed. It is matter for satisfaction that this decision was adopted without the least hesitation or disagreement.

Aviators and Extra-territorial Laws.

THERE IS good ground for believing that the interest with which aviators and air races are regarded by a large proportion of Englishmen is far greater than that which the same persons feel in the grave and important constitutional questions before the Houses of Parliament. But the laws affecting aviation are by no means numerous, and we understand that Connecticut is the only State of the United States which has passed a law prohibiting aviators from flying within the limits of the State without a licence. This law enacts that a fine not exceeding one hundred dollars, or imprisonment for a term not exceeding six months, may be imposed upon any person who takes a journey in the air without being duly licensed. Connecticut being the only State which has passed such a law, there is no reciprocity clause allowing aviators from other States to fly within its boundaries. The question has accordingly arisen whether an aviator who recently indulged in a flight from Boston to New York should be arrested as having brought himself within the penal law of Connecticut, and with the object of avoiding any such contingency a Bill has been drafted as a Federal measure which it is hoped may obtain the approval of Congress.

French Advocates and Their Clients.

WE HAVE read with some surprise in the report of the execution of a criminal in one of the Departments of France that the prisoner was accompanied to the scaffold by the advocate who defended him at the trial. Several of the most distinguished members of the French Legislature have commenced their career at the bar of rural provinces, but the incident to which we have referred would lead us to think that the local avocat has not much regard for the dignity of his position. The defender of the prisoner may, we think, be considered to have fully discharged his duty when the court has passed its sentence and all legitimate proceedings for setting aside or varying this sentence have been exhausted. Any action which may be interpreted as a public declaration by the advocate that he believes that his client has been unjustly convicted is strongly to be deprecated. There would be a tendency for such declarations to increase, and the dignity of the advocate and of the court of which he is a member would be impaired.

Money-lending Contracts Overseas.

SECTION 1 of the Money-lenders Act, 1900, enacts that, "where proceedings are taken in any court by a money-lender" to enforce his security, "the court may re-open the transaction and take an account between the money-lender and the person sued," and, if necessary, set aside the security or agreement. Is this enactment a matter of procedure, or does it affect the substantive rights of the parties? The answer to this question is vital in two classes of cases.

(1) Where the contract has been entered into in some part of the King's dominions other than the United Kingdom—*i.e.*, overseas—and steps to enforce it are taken here; and

(2) Where the contract has been made here, and enforcement is attempted overseas.

It might be thought that this question was unimportant with respect to these two classes of cases whenever the law overseas was identical with that of the United Kingdom—that is, whenever the English Act of 1900 had been followed and formed part of the statute law of the oversea dominion. This, however, is not so. Professor DICEY lays down the following general rule (Conflict of Laws, 708): "all matters of procedure are governed wholly by the local or territorial law of the country to which a court wherein an action is brought or other legal proceeding is taken belongs (*lex fori*)," and he goes on to point out how difficult it often is to distinguish "between matters which belong to *procedure*, and matters which affect the *substantive rights* of the parties." For if it is the substantive rights only, and not the procedure, which are affected by any rule of law, then it is not the *lex fori*, but the appropriate law of the contract—usually the *lex loci contractus*—that has to be applied.

Now, since the Money-lenders Act, 1900, opens by referring to judicial proceedings, and is mainly concerned with enabling the courts to employ a specially created statutory remedy in respect of certain grievances when appropriately brought before them, it might be thought that the Act is so far concerned with matters of procedure as to make the *lex fori*, and not the *lex loci contractus*, the law applicable to cases under it when there is any conflict of laws. The contrary, however, has been held in more than one instance in British courts.

1. To take the case of the contract being made abroad and the proceedings to enforce it taken here. The first case occurred in 1906, and related to a contract made in India—*Schrichand* v. *Lacon*, (22 T. L. R. 245). A contract was made between the plaintiffs, Indian money-lenders, and the defendant, an Army officer, which, if made in England, would have come within the terms of the Act of 1900 as a contract in respect of which a court would have given the defendant relief. It was argued, on behalf of the defendant, that the plaintiffs, by suing in an English court, had subjected themselves to English statute law, and this being a matter of procedure, the *lex fori*—that is, English law—applied. RIDLEY, J., however, held that the contract must be governed by the law of India, and that the aid of the Money-lenders Act could not be invoked by the defendant, even in an

English court; in particular, the learned judge held that the words of section 1—"where proceedings are taken in any court"—were merely "inserted by way of convenience," and did not give the court any special powers over contracts made out of the court's jurisdiction. Another ground for holding the *lex loci contractus* to apply was that, in this particular case, the merits were in question and not mere matters of procedure. The Act of 1900 therefore did not avail the defendant, and the plaintiffs' claim was dealt with irrespectively of it. This case was in 1909 followed without comment by DARLING, J., in *Velchand* v. *Manners* (25 T. L. R. 329), a very similar case, in which Indian money-lenders sued in England upon a contract made in India, and were held entitled to prosecute their claim irrespectively of the Act of 1900.

2. A converse case—of the English money-lender suing overseas upon an English contract—has recently occurred in Australia. A New South Wales Act of 1905 has practically copied sections 1 to 4 of the Money-lenders Act, 1900, and the local courts have there the same powers of re-opening transactions over which they have jurisdiction as the English courts have. An action was brought in the Supreme Court of New South Wales—*Wolfe* v. *Wilson* (1911, 11 State Reports 51)—by an English money-lender against the defendant, who was then in New South Wales but had given the plaintiff two promissory notes, made and payable in England, and dishonoured. The defence was in effect that the defendant was entitled to relief under the New South Wales Act of 1905. No point was raised by the defendant as to the English Act of 1900, and no such defence was therefore dealt with by the court. The plaintiff contended that the New South Wales Act did not apply either to persons carrying on business in England or to contracts made in England. In this case it was also urged (as in the English cases), on behalf of the defendant, that the local act was procedural only, and that the *lex fori*—the law of New South Wales—applied. On that footing, of course, the defendant might have had the transaction re-opened, but the court held, following in effect the decisions of RIDLEY, J., and DARLING, J., already referred to, that the local act applied only to business carried on in New South Wales and to contracts made in New South Wales. The enactment in section 1 was said to be something more than merely procedural provisions, and the nature of the contracts struck at by the Act was altered: "Thus, though the means adopted by the Legislature for effecting this change in the rights of parties is only provided in the form of a direction to the courts, the essence of the enactment is the adding of an incident to such contracts from the moment of their inception, which they would have been free from under the ordinary law of contract." That being so, the *lex loci contractus*, and not the *lex fori*, applied. Judgment in this case was given for the plaintiff on the point of law argued with respect to the applicability of the New South Wales Act, and the defendant was held not to be entitled to rely upon its provisions. But leave was given to the defendant to amend by adding to his pleading allegations with respect to the English Act of 1900, and its effect on the transactions between him and the plaintiff. It seems clear that the defendant could, by proper amendment of his pleadings, put himself in a position to rely on the English Act of 1900, and so, if the circumstances justified it, obtain relief under that Act from the New South Wales court. Of course, the English Act was in this case on the footing of foreign law, and must have been properly alleged and proved.

It will be noticed that the identity of the English and New South Wales law in this case did not make it one whit less difficult for the defendant to get the relief which, in an abstract sense, he might have been entitled to under the law of both countries. On the other hand, the existence of the New South Wales statute was really quite irrelevant to the case, and on proper proof of the English law under the Act of 1900 the defendant would apparently have been entitled to relief, even though there had been no such local statute as the New South Wales Money-lenders Act of 1905.

On the broad principle, therefore, of the remedies afforded by the Money-lenders Act, 1900, being not merely matters of procedure, but affecting the substantive rights of the parties, advantage can be taken of its provisions when contracts made in England are attempted to be enforced in British courts overseas.

Land Tax on Underground Railways.

THE presumption that upon a conveyance of land bordering on a public road the soil *ad medium filum viæ* passes under the conveyance has been put to a new use in the claim to exemption of tubular railways from land tax, as to which the Court of Appeal in *Central London Railway* v. *Commissioners of Land Tax for the City of London* (*Times*, 25th inst.) have reversed the decision of SWINFEN EADY, J. (1911, 1 Ch. 467), and have allowed the exemption. The case raised two questions, only one of which, however, went to the Court of Appeal: first, the question just mentioned, where the tubular or other underground railway lies under a highway, and the tax has been redeemed on land abutting on the highway; and secondly, where it lies under lands as to the surface of which the tax has been redeemed.

As to the second question SWINFEN EADY, J., drew a distinction between the effect of redemption of the land tax when the surface and the ground underneath it have not been severed, and when the surface of the land has already been severed from mines and other hereditaments beneath it, and has become liable to separate assessment to land tax. In the former case the surface and all that is beneath it exists in its normal condition as mere land, and when by redemption it is exonerated from payment of land tax, it is exonerated *a centro usque ad cœlum* irrespective of the use to which the lower strata may in the future be put. Where, on the other hand, at the time of the redemption the severance in occupation has already taken place, and the surface and the lower strata have been, or have become liable to be, separately assessed to the tax, and the price of redemption has been arrived at on the basis of the surface assessment only, then the redemption will be effectual only as to the surface.

The land tax is charged by section 4 of the Land Tax Act, 1797, on all lands and tenements, tolls, annuities, and all other yearly profits, and all hereditaments whatsoever. The Land Tax Redemption Act, 1802, provides by section 8 that the commissioners may contract for the redemption of the tax according to the current assessment, and under section 38, on payment of the consideration, the lands, tenements, and hereditaments comprised in the contract are wholly freed and exonerated from the land tax charged thereon, and from all further assessments. The natural effect of these enactments is to make the exoneration complete under the circumstances first stated. At the time of redemption there is only one hereditament—namely, the entire land with the buildings on it and the strata beneath it. The assessment is in respect of this hereditament, and when the contract for redemption is made on the basis of the assessment, the entire hereditament is discharged. And this being so, the subsequent severance of the land into surface and lower strata—where, *e.g.*, mines beneath it are conveyed separately from the surface, or an underground railway is constructed—does not bring into existence a new hereditament liable to be assessed. If, on the other hand, at the time of severance the land tax has not been redeemed, then the severance will bring into existence such a hereditament, and accordingly it was held in *Metropolitan Railway Co.* v. *Fowler* (1893, A. C. 406), that where, on the true construction of their special Acts, the plaintiff company had, with respect to the tunnel in which their railway was made, an interest in land and not a mere easement, this was a hereditament on which the company were chargeable with land tax, and none the less so because the tunnel was underneath surface land which, by reason of its use as a highway, was exempt from the tax. "A construction," said Lord WATSON, "in or below the land is as much a part of it as an erection on its surface. A cellar below a public footway is as much a tenement as the dwelling-house to which it is appurtenant; and I can see no reason for holding that, should they be severed in title, the one would not be as much a hereditament as the other." At the same time he added, "if the tax were redeemed by the owner of the land at a time when there were no

buildings upon it, I think that the buildings subsequently constructed, whether above or below the surface, would be enfranchised." Similarly in *Westminster Corporation* v. *Johnson* (1904, 2 K. B. 737), where the plaintiff corporation were held liable to be assessed in respect of sanitary conveniences constructed beneath the surface which were a source of profit, it was admitted by COLLINS, M.R., that they would be exempt if the land tax on the surface had been redeemed. "If and so far," he said, "as the land tax has been redeemed in respect of any part of the site, a proper allowance must, of course, be made"; and see *New River Co.* v. *Land Tax Commissioners for Hertford* (2 H. & N. 129), where this doctrine seems to have originated.

The two cases just referred to assume that at the date of redemption no severance of the surface and the soil beneath it had taken place. But where at the time of redemption there is in existence a separate and distinct hereditament liable to be separately assessed, then all the circumstances existing at the time of redemption must be looked at to ascertain the extent of the redemption; whether, that is, it relates only to the surface, or whether it extends also to the hereditament below the surface. This rule was laid down by BRAY, J., in *Newton Chambers & Co. (Limited)*, v. *Hall* (1907, 2 K. B., p. 459), and, as SWINFEN EADY, J., observed in the present case, it supported the conclusion at which he arrived, and on this point—the continued exemption of the entire land in cases where the severance between the surface and the soil underneath does not take place until after the redemption—there was no appeal.

The appeal related to the liability of the railway where it is constructed under parts of a highway bounding land the tax on which has been redeemed, and it thus depended on whether the presumption *ad medium filum viæ* applies so as to extend the effect of the certificate of redemption to the highway and the soil beneath it. The rule of construction, as regards conveyances, was enunciated by COTTON, L.J., in *Micklethwait* v. *Newlay Bridge Co.* (33 Ch. D., p. 145): "Where there is a conveyance of land, even although it is described by reference to a plan, and by colour, and by quantity, if it is said to be bounded on one side either by a river or by a public thoroughfare, then on the true construction of the instrument half the bed of the river or half of the road passes, unless there is enough in the circumstances, or enough in the expressions of the instrument, to shew that that is not the intention of the parties"; and the rule is applicable to streets in a town as well as to country roads: *Haynes* v. *King* (1893, 3 Ch. 439), *Re White's Charities* (1898, 1 Ch. 659). But although, by reason of the presumption, the certificate of redemption might *primâ facie* be held to extend to half the road, yet SWINFEN EADY, J., considered that this construction was excluded by the circumstances of the case. The only lands exonerated by redemption are those on which the land tax was assessed; and in his view there was no ground for presuming that half the highway had been included in the assessment of the adjoining lands. Hence the certificate of redemption could not be treated as extending to half the highway, and he held that the plaintiff company were liable to be assessed to land tax in respect of such parts of the railway as were constructed under public streets adjoining premises as regards which the land tax had been redeemed.

On this point the majority of the Court of Appeal (COZENS-HARDY, M.R., and KENNEDY, L.J., FARWELL, L.J., *diss.*) reversed the learned judge's decision. The Master of the Rolls agreed that the only hereditaments exonerated by redemption were the hereditaments on which the tax was assessed, but he held that the presumption in question applied so as to extend the area of assessment to half the highway. The presumption, he pointed out, applies equally to conveyances, to leases, and to devises, and he thought it would apply also in favour of a person who acquiries a title to a house under the Statute of Limitations. Having regard to the generality of the presumption, he saw no reason for holding that it did not apply to the assessment of a house and the certificate of the contract for redemption. It is no objection that the street is not in general the subject of any separate assessment. There may be cellars under the street, and since the redemption obviously extends to these, it seems to follow that it must extend to the soil of the street. The report does not give us the advantage of seeing the reasons by which FARWELL, L.J., supported the judgment of SWINFEN EADY, J., but in the result the railway company obtain the benefit of the redemption of the land tax in respect of houses bordering the surface above their line, as well as of the redemption in respect of surface over the line effected before its construction.

Reviews.

The Law of Contract.

SELECTED CASES ILLUSTRATING THE LAW OF CONTRACTS. PART I.: THE PRINCIPLES OF CONTRACT. PART II.: SPECIAL COMMERCIAL CONTRACTS. By ARTHUR C. CAPORN, B.A., LL.B., Barrister-at-Law, in co-operation with FRANCIS M. CAPORN, Solicitor. Stevens & Sons (Limited).

This volume is intended to assist the student by enabling him to see the growth, the meaning, and the limitations of common law principles in concrete application. The authors' aim has been to provide a compact portable volume containing the facts and important parts of the judgments of cases illustrating the law of contract. This means that the actual reports are abridged, and it will still be necessary to refer to them for the practical use of any particular case; but for purposes of study the reader will find in the volume all that is really important in the numerous cases which are collected. These include, for instance, such important authorities as *Carlill* v. *Carbolic Smoke Ball Co.* (1893, 1 Q. B. 256) on contracts made by advertisement and acceptance, and *Hawthorn* v. *Fraser* (1892, 2 Ch. 27) on contracts made by post: *Collins* v. *Blantern* (2 Wils. 341) on extrinsic evidence of an illegal consideration; *Paquin (Limited)* v. *Beauclerk* (1906, A. C. 148) on liability of married women; *Derry* v. *Peek* (14 A. C. 337) on fraudulent statements; *Ward* v. *Duncombe* (1893, A. C. 369) on notice of assignment of *choses in action*; *Keighley Maxted & Co.* v. *Durant* (1901, A. C. 230) on ratification; and *Bechuanaland Exploration Co.* v. *London Trading Bank* (1898, 2 Q. B. 658) on negotiability. In general the editors are content to abridge the cases without adding any explanatory notes other than a short headnote. The reader would have been assisted had there been a prefatory list of cases arranged according to subject matter.

The Law of Betting.

A GUIDE TO THE LAW OF BETTING, CIVIL AND CRIMINAL. By HERBERT W. ROWSELL and CLARENCE G. MORAN, Barristers-at-Law. Butterworth & Co.

The most noteworthy incident of recent years in connection with the law of betting is the development of the doctrine of "new consideration" in *Hyams* v. *Stuart-King* (1908, 2 K. B. 696), a doctrine which, in the view of the authors of this work, renders nugatory the Gaming Acts, or at any rate modifies them extensively. "It certainly seems to us," they say, "that the dissentient judgment of Lord Justice Moulton is the more consonant with the intention of the Legislature, and it will be a matter of great interest to see which of the two views the House of Lords will adopt, when, if ever, the point comes to be decided by them." But in spite of this breach in the policy of the Acts, their provisions remain of practical importance, and the authors present a useful account of these provisions and of the decisions to which they have given rise. Attention may specially be directed to the statement of the various opinions given in the *Kempton Park case* (1899, A. C. 143) and to the chapter generally on the prohibition of betting businesses.

Marriage and Divorce.

THE COMPARATIVE LAW OF MARRIAGE AND DIVORCE. By ALEXANDER WOOD RENTON, Puisne Justice of the Supreme Court of Ceylon, and GEORGE GRENVILLE PHILLIMORE, B.C.L., Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

This is a reprint of the third volume of the new edition of Burge's Commentaries on Colonial and Foreign Laws, which is now being issued in six volumes. The separate issue of individual volumes as independent treatises on the subject-matter covered by them is likely to be useful, and volume 1 was thus issued. The present volume contains, besides Index and Table of Cases, &c., 943 pages, and constitutes an account of the marriage and divorce laws of most of the civilized countries of the world, and indeed of some that are only half civilized, as, for instance, Siam. There are also chapters on the effect of marriage upon the property rights of

the spouses, and on the conflict of law which arises when the spouses are of different domicil or nationality. With respect to the British Empire itself, every separate legislative unit appears to be accounted for. A table of contents would have been a boon, and would, of course, have been useful as a list of the territories treated of. The want of such a table is not altogether supplied by the index. Practical use of this book will probably reveal a good many errors in matters of detail, and this is under the circumstances unavoidable. The statutes and case law of the oversea dominions are not always up to date, but the encyclopædic character of the information will generally enable one to discover where further details on any point are to be found. In future volumes when the English Married Women's Property Acts, Conveyancing Acts, &c., are referred to in order to be compared with oversea legislation, we think the use of the word "Imperial" should be discontinued. These Acts are not Imperial in the sense that the Copyright Acts, &c., are, and indeed they do not even extend to Scotland, so that they are better described as "English" than "Imperial." One more criticism with respect to names may be made. If we mistake not, British Central Africa is now known as Nyassaland.

Instances of real mistakes occur on p. 203, in reference to the laws of New South Wales and Queensland. The existence of prohibited degrees in New South Wales is not "doubtful," and the question has been rather recently before the High Court of Australia in the case of *Major* v. *Miller*. The statement as to the marriageable age in Queensland also appears to be a mistake, and the Queensland law does not differ from that in England on this point.

The Common Law of England.

THE COMMON LAW OF ENGLAND. By W. BLAKE ODGERS, K.C., LL.D., and WALTER BLAKE ODGERS, M.A., Barrister-at-Law. Two Vols. Sweet & Maxwell (Limited).

This work, which consists of two volumes printed on excellent paper in large readable type, modestly purports merely to be a tenth edition of that well-known book which has furnished guidance to three generations of law students, Broom's Commentaries on the Common Law. In fact, however, Dr. Broom's treatise has been entirely re-written on modern lines; and, indeed, it would be hard to trace any resemblance between the precise, if somewhat antiquated, scholarship of the Early Victorian commentator and the lively, racy, personal note which is characteristic of Dr. Blake Odgers' style. The new book is certainly eminently readable—but we fear that this quality has occasionally been gained by evading difficulties and stating principles with somewhat undue simplicity. In the first chapter we find some glowing generalizations as to the relation of positive law to natural law and the law of God, which cannot be regarded either as sound jurisprudence or as an authoritative exposition of English legal doctrines. Indeed, Book I. is filled with a vague discussion of rights and duties, public and private, which is not calculated to assist the jurist, and is of no value to the practitioner. Perhaps the best chapter in this part of the work is that styled "How to Ascertain the Law," which contains much sound practical advice in a shrewd and humorous, not to say cynical, shape. The remaining books, which relate to the law of Crime, Tort, Contract, Procedure, and the law of Persons, contain much information in a form adapted to suit the digestion of the easy-going reader, but can scarcely be recommended to the student as a substitute for a careful study of Kenny, Salmon, Anson, Powell, and Eversley. At the same time it is only fair to say that the information gleaned from these pages is likely to cling longer in the reader's memory than that acquired from a series of more orthodox text-books, for the lively style and the apt selection of picturesque illustrations must stamp them on the recollection of the most cursory peruser. And while we frankly prefer the old time-honoured "Broom" to this version of that work, it must be admitted that the spirit of the present day insists upon obtaining its learning from entertaining sources, and to this new spirit Dr. Odgers' double-volumed commentary is certain to prove highly acceptable.

Books of the Week.

Mercantile Law.—Mercantile Law. By D. F. DE L'HOSTE RANKING, M.A., LL.D., and ERNEST EVAN SPICER, F.C.A., and ERNEST C. PEGLER, F.C.A., Chartered Accountants. Price 10s. 6d. net. H. Foulks Lynch & Co.

English Companies in Russia.—The Legal Position of English Companies in Russia; with Appendix containing Imperial Ukases, Treaties, Conditions of Operation of English Companies in Russia, &c. By L. P. RASTORGOUEFF (Sworn Advocate of the High Court of Kharkoff, Russia). Jordan & Sons (Limited).

The Insurance Bill.—The National Insurance Bill, with an Introduction and Notes. By J. H. WATTS, Barrister-at-Law. Stevens & Sons (Limited).

Digest.—Mews' Digest of English Case Law. Quarterly Issue July, 1911. By JOHN MEWS, Barrister-at-Law. This Part contains Cases Reported from 1st January to 1st July, 1911. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

Correspondence.

The Lord Chancellor's Speech on Land Transfer.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I am glad to see the comments in your issue of the 22nd inst. in reference to the speech of the Lord Chancellor in the House of Lords last week, and I observe with pleasure that you intend to return to the subject hereafter.

As you point out, the Lord Chancellor indulged in a tirade against solicitors—a tirade, I submit, as uncalled for as it was unjust. The statement (no authority was given for it) that conveyancing costs amounted to £4,000,000 a year was obviously made to impress the public with a notion that the profession is improperly battening upon unfortunate vendors and purchasers. Lord Loreburn does not think such a claptrap statement unfair, although he knows, or should know, two things—

1. That solicitors' charges in conveyancing matters are fixed by Act of Parliament.

2. That there is not the slightest evidence that vendors or purchasers desire to make any change in the system which I am thankful to say still obtains throughout England with the exception of one unfortunate county.

The finding of the committee of 1879 shewed that not one purchaser or mortgagee in 20,000 cared to adopt the voluntary system of registration, and the same result could be shewn by an inquiry in these days.

The Lord Chancellor referred to the dangers of the present system. He does not seem to have heard of the concrete examples of the dangers of the registration system as exemplified by the cases of *Attorney-General* v. *Odell* and *Marshall* v. *Robertson*. His tirade would be astonishing if one did not remember that in 1895 Sir Robert Reid was a member of the Committee of Inquiry into the system, that the committee never completed its labours, but that nevertheless Sir Robert Reid, who was then in the position of a judge in a part heard case, saw nothing unseemly in openly stating that he was convinced of the benefits of the system of registration.

I earnestly trust that such a speech as that made on Wednesday last will be dealt with by the Council of the Law Society by means of a protest addressed to the Lord Chancellor or otherwise. He has thought fit to attack the profession and the society without a shred of evidence to support his case; to pose as the instructor of the public without having any practical knowledge of conveyancing and without making it appear, as is the fact, that a great deal of opposition to this precious "reform" comes from many other bodies besides solicitors; and I think the Council will fail in their duty to the profession if they do not at once shew that they do not intend to sit tamely by and allow such statements to pass unchallenged. When the profession is treated like this it is time to speak strongly.

July 25. GRAY'S INN.

P.S.—Since the above was written, I am given to understand that the speech will be dealt with before the provincial meeting of the society.

The Law Society and the University of London.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to to the letter from "Subscriber" in your issue of the 22nd July, I hardly think his views are reasonable or can be accepted by the university. There seems no reason why they should accept a less comprehensive and onerous examination in lieu of their own.

I cannot, moreover, see that solicitors of ten or fifteen years' standing should be able to proceed to a law degree with less educational requirements than other students. I am very strongly of opinion that, in similarity to objections to a law clerk being exempt from the preliminary examination, which objections practically every solicitor holds, the preliminary requirements for a law degree should not be relaxed.

It is a great privilege to allow external students to take such law degrees, and to weaken the requirements for the obtaining the same would ultimately tell very strongly against the importance and advantage of such degrees. It is now considered that residence in a university is more or less essential, and that if external students should be allowed to proceed to degrees, the examinations should be more difficult than where they have resided at the university.

I am one of those who, after passing the preliminary examination, proceeded to and passed my matriculation examination, and then was fortunate enough to obtain the law degree, so that I can say that I have some knowledge of the subject. LL.B. LOND.

July 26.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to the letter appearing in your correspondence column of the 22nd of July, I would cordially support the suggestion therein made as to the advisability of securing such arrangements as will effect the recognition of the preliminary examination of the Law Society in lieu wholly of the matriculation examination of the University of London.

I trust that the Council of the Law Society will follow up their resolution in every practical way, and I sincerely trust that they may have an opportunity of giving evidence in favour thereof before the Royal Commission.

At the same time it would not be possible to secure a further recognition by the university of the other examinations conducted by the Law Society. It seems to me that, if this can be arranged, not only would the status of the examinations acquire a higher estimate in the mind of the general public, but an impetus would be given to younger members of the profession to pursue their studies in the history, science and administration of the law, even after the expiration of articles, and thus qualify for the regular examinations of the legal or other faculty of the university. TEMPLE BAR.

London, July 25.

New Orders, &c.

Rules of the Supreme Court (July), 1911.

ORDER VI., RULE 1*a*.

1. A concurrent originating summons may be issued in the same manner, *mutatis mutandis*, as a concurrent writ of summons.

ORDER VI., RULE 2*a*.

2. An originating summons for service within the jurisdiction may be issued and marked as a concurrent originating summons with one for service out of the jurisdiction; and an originating summons for service out of the jurisdiction may be issued and marked as a concurrent originating summons with one for service within the jurisdiction.

ORDER XVI., RULE 54*a*.

3. Where any person served with a third party notice by a defendant or by a third party under these Rules claims to be entitled to contribution or indemnity over against any person not a party to the action he may by leave of the Court or a Judge issue a third party notice to that effect; and the preceding Rules as to a third party procedure shall apply *mutatis mutandis* to every notice so issued and the expressions "third party notice" and "third party" in these Rules shall apply to and include every notice so issued and every person served with such notice respectively.

ORDER XXII., RULE 17.

4. The following words shall be added at the end of Order XXII., Rule 17:—

"Guaranteed Land Stock issued under the Act 54 and 55 Vict., c. 48.

"Guaranteed 2½ p.c. Stock issued under the Act 3 Ed. VII., c. 37."

"Guaranteed 3 p.c. Stock issued under the Act 9 Ed. VII., c. 42."

ORDER XXXV., RULE 21.

5. Order XXXV., Rule 21, shall be read as if after the words "proceeding in a District Registry" the words "other than those at Liverpool and Manchester" were inserted, and as if there were added at the end of the Rule the words "In causes or matters proceeding in the District Registries at Liverpool or Manchester all documents shall be filed in the District Registry in which the cause or matter is proceeding."

ORDER L., RULE 16.

6. Order L., Rule 16, shall be read as if there were inserted at the commencement thereof the words "Except as provided in the next following Rule."

ORDER L., RULE 16*a*.

7. Where the amount for which security is to be given does not exceed £500 such security may be given by an undertaking in the form specified in the Appendix to these Rules, which may be cited as Form No. 21*a* of Appendix L. of the Rules of the Supreme Court. Such undertaking shall be signed by the receiver and his surety or sureties, or in the case of a guarantee or other company shall be sealed with the seal of such company or otherwise duly executed. The undertaking shall be filed in the Central Office or where the proceedings are pending in a district registry in such registry, and kept as of record until the same shall have been duly vacated.

ORDER LIV., RULE 12, CLAUSE (*e*).

8. Order LIV., Rule 12, Clause (*e*) shall be read as if the words "and Charging Orders" were added at the end of the clause.

ORDER LV., RULE 16.

9. Order LV., Rule 16, shall be read as if the following proviso were added at the end thereof, namely:—

Provided that every order made in Chambers which shall not have been made by the Judge personally shall be marked in the margin thereof with the name of the Master responsible for such order.

ORDER LVI.

10. Order LVI. is hereby annulled, and the following Rules shall stand in lieu thereof:—

(1.) This Order shall apply to references by the Court or a Judge or by agreement of reference to the Admiralty Registrar, whether the reference be to the Registrar alone or to the Registrar assisted by one or more merchants or other assessor.

(2.) Within 21 days from the day when the order for the reference is made, or an agreement for a reference is filed, the claimant shall file the claim and vouchers, and affidavits, if any, and, except in a limitation action, serve copies thereof on the opposite party; failing which the Court may, on the application of any other party, dismiss the claim.

(3.) The claimant shall, except in a limitation action, after the filing of the claim and vouchers, obtain a day for the reference either by summons or by agreement, and when such day has been obtained he shall lodge in the Registry a notice praying to have the reference placed in the list for hearing with the stamps for the reference affixed thereto.

(4.) In a limitation action the day for the reference will, after the expiration of the time limited by the Court for the filing of claims, be appointed by the Registrar; and upon receiving notice thereof, the plaintiff shall place the reference in the list for hearing by lodging a notice as mentioned in Rule 3.

(5.) At the time appointed for the reference if the counsel or solicitor for any party be present, the reference may be proceeded with, but the Registrar may adjourn the reference from time to time, as he may deem proper.

(6.) Evidence may be given *viva voce* or by affidavit, or in such other manner as may be agreed upon, and the evidence may, on the application of either party, but at the expense in the first instance of the party on whose behalf the application is made, be taken down by a shorthand writer appointed by the Court, and in such case a transcript of the shorthand writer's notes, certified by him to be correct, shall be admitted to prove the oral evidence of the witnesses on an objection to the Registrar's report.

(7.) Counsel may attend the hearing of a reference, but the expenses attending the employment of counsel shall not be allowed on taxation, unless the Taxing Officer shall be of opinion that the attendance of counsel was necessary.

(8.) The Registrar shall in his report make such order as he shall think fit, as to the costs of the reference.

(9.) The claimant, or in a limitation action the plaintiff, who has received notice from the Registry that the report is ready, shall, within six days from the time when he has received such notice, file the report and serve a notice of such filing on the opposite party, or in a limitation action on the claimants.

(10.) If the claimant shall not take the steps prescribed in Rule 9, the opposite party may take up and file the report, and apply for its confirmation, or may apply to the Court to have the claim dismissed with costs. In a limitation action, if the plaintiff shall not take the steps prescribed in Rule 9, a claimant may take up and file the report and apply for its confirmation.

(11.) A party who intends to object to the Registrar's report shall, within 14 days from the notice of the filing of the report, file in the Registry a notice that he objects to the report, and a copy thereof shall be served on the opposite party.

(12.) An objection to a report shall be brought before the Court either by motion, or on petition in objection to the report, and an answer thereto. A notice of motion in objection to a report shall be filed within ten days from the filing of the notice of objection, and a petition shall be filed within the same time, and served on the opposite party, and the answer thereto shall be filed within ten days from the service of the petition, and a copy served on the opposite party.

(13.) All the Rules respecting the pleadings and proofs in an action and the printing thereof, shall, so far as they are applicable, apply

to the pleadings, proofs, and printing in an objection to a report of the Registrar.

(14.) This Order shall apply to references in District Registries, as well as to references in the Principal Registry.

ORDER LXII., RULE 5.

11. Order LXII., r. 5, shall be read as if the word "three" were substituted for the word "seven" therein.

ORDER LXII., RULE 14*a*.

12. Every judgment or order shall unless otherwise ordered be drawn up and entered within 14 days from the date thereof, and if any judgment or order shall not have been drawn up and entered within the time aforesaid the Registrar responsible for the drawing up of such order shall report to the Judge in writing as to the reason why the provisions of this rule have not been complied with and whether in his opinion any and which of the parties or their solicitors are responsible for the delay, and thereupon the Judge may direct such parties or solicitors to attend before him and may unless a satisfactory explanation be forthcoming make such order as to the payment of all or any part of the costs of drawing up and entering the judgment or order as he shall think fit. He may also direct that as against any party responsible for such delay the time for appealing from such judgment or order shall run as from the date when the same ought to have been drawn up and entered in accordance with this Rule.

ORDER LXII., RULE 14*b*.

13. In all actions or matters tried in the Chancery Division with witnesses the judgment or order shall unless the Judge for some special reason otherwise direct be drawn up without entering the evidence.

ORDER LXII., RULE 14*c*.

14. If any judgment or order as last aforesaid be appealed, it shall be the duty of the appellant within four days after service of the notice of appeal to take an appointment before the Registrar for the purpose of settling a schedule of the evidence used at the hearing. In settling such schedule the same procedure shall be followed as hereinbefore provided with regard to the drawing up of orders. If there shall be any dispute between the parties as to what evidence shall be entered as read, the matter shall be adjourned to the Judge before whom the action or matter was tried and he shall decide the question in dispute and may give such directions as to the costs of the adjournment as he may think fit. Subject to such direction (if any) the costs of settling the said schedule shall be costs in the appeal. The schedule of evidence shall be signed by the Registrar but shall not be entered nor shall the judgment or order be amended so as to incorporate the same unless the Court of Appeal shall so direct.

ORDER LXII., RULE 14*d*.

15. If at the trial of such action or matter the parties shall have agreed that any bundle of copy correspondence, or of other documents shall be taken as put in subject to all just exceptions as to whether any of the documents in such bundle are evidence or otherwise such bundle shall be marked by the Registrar for identification and entered as put in saving all just exceptions, without referring to the particular documents actually read. The Appellant shall within ten days after the said schedule has been signed by the Registrar give notice to the respondent which of the said documents he intends to read on the appeal and he shall not be bound to supply copies for the use of the Court of Appeal of any documents not included in such notice unless as to any further document or documents some respondent shall by notice in writing specifying such document or documents and delivered at least ten days before the hearing of the appeal require him so to do. The Court of Appeal may on the hearing of the appeal make such special order as they think fit in reference to any cost occasioned by any notice under this Rule or thrown away by supplying copies of documents which are not admissible in evidence or are unnecessary for the purposes of the appeal but subject to such special order, if any, the existing power of the Taxing Master shall not be affected by this Rule.

ORDER LXII., RULE 15.

16. Order LXII., Rule 15, shall be read as if the words "or settling any schedule of evidence" were inserted after the words "judgment or order" therein.

17. These Rules which shall come into operation on the 1st day of August, 1911, may be cited as the Rules of the Supreme Court (July), 1911, and each Rule may be cited by the heading thereof with reference to the Rules of the Supreme Court, 1883.

(Signed) LOREBURN, C.
ALVERSTONE, C.J.
HERBERT H. COZENS-HARDY, M.R.
R. L. VAUGHAN WILLIAMS, L.J.
SAMUEL T. EVANS, P.
R. J. PARKER, J.
P. OGDEN LAWRENCE.
S. A. T. ROWLATT.
WM. H. WINTERBOTHAM.
C. H. MORTON.

The 17th of July, 1911.

APPENDIX.

(R.S.C. App. L. No. 21a.)

In the High Court of Justice,
Chancery Division.
Mr. Justice
[or King's Bench Division.]

v.

I of in the County of the Receiver (and Manager) appointed by Order dated (or proposed to be appointed) in this Action hereby undertake with the Court to duly account for all monies and property received by me as such Receiver (or Manager) or for which I may be held liable and to pay the balances from time to time found due from me and to deliver any property received by me as such Receiver (or Manager) at such times and in such manner in all respects as the Court or a Judge shall direct.

And we

hereby jointly and severally undertake with the Court to be answerable for any default by the said (as such Receiver or Manager) and upon such default to pay to any person or persons or otherwise as the Court or a Judge shall direct any sum or sums not exceeding in the whole £ : that may from time to time be certified by a Master of the Supreme Court to be due from the said Receiver and we submit to the jurisdiction of the Court in this Action to determine any claim made under this undertaking.

Dated this day of 1911.

Witness

Note.—In the case of a Guarantee or other Company, strike out "jointly and severally."

High Court of Justice.

LONG VACATION, 1911.

NOTICE.

During the Vacation up to and including Tuesday, 5th September, all applications "which may require to be immediately or promptly heard," are to be made to the Hon. Mr. Justice Horridge.

COURT BUSINESS.—The Hon. Mr. Justice Horridge will, until further notice, sit in the Lord Chief Justice's Court, Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, 9th August, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in Court.

No Case will be placed in the Judge's Paper unless leave has been previously obtained, or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to Judges' Papers), are to be left with the Cause Clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock two days previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made in any case of urgency, to the Judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The Chambers of Justices Joyce and

Eve will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—The Hon. Mr. Justice Horridge will, until further notice, sit for the disposal of King's Bench Business in Judge's Chambers at 11 a.m. on Tuesday, and, if necessary, also on Thursday in every week, commencing on Tuesday, the 8th August.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 16th and 30th of August, the 13th and 27th of September, at the Principal Probate Registry, at 12.30.

Decrees will be made absolute on Wednesdays, the 9th and 23rd of August, the 6th, 20th, and 27th September.

All Papers for Motions and for making Decrees absolute are to be left at the Contentious Department, Somerset House, before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 11 and closed at 3 o'clock, except on Saturdays, when the Offices will be opened at 10 and closed at 1 o'clock.

JUDGE'S PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made:—

1. Counsel's certificate of urgency or note of special leave granted by the Judge.

2.—Two copies of writ and two copies of pleadings (if any), and any other documents shewing the nature of the application.

3.—Two copies of notice of motion.

4.—Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

CASES OF THE WEEK.

House of Lords.

HARRIS AND ANOTHER *v.* LORD CHESTERFIELD AND ANOTHER. 27th, 28th, and 30th March; 3rd and 4th April; 14th and 17th July.

FISHERY—PRESCRIPTION IN A QUE ESTATE—PROFIT A PRENDRE IN ALIENO SOLO—PRESUMPTION OF LEGAL ORIGIN.

The plaintiffs were the riparian owners on opposite sides of the River Wye, and they claimed a declaration that they were entitled to stop, by injunction, the defendants, fishermen, who fished from boats with nets for salmon and other fish, which they sold in the market. The defendants set up a prescriptive right to a free fishery or common of fishery alleged to be vested in the freehold tenants of a certain manor whose freeholds were situated in any of the parishes adjoining the river, and they proved that they and their predecessors in title, as such freeholders in exercise of such alleged right, had for three centuries past exercised the right to catch and sell fish. The Court of Appeal, reversing Neville, J., held that a prescription in a que estate for a profit à prendre in alieno solo, *without stint and for commercial purposes was unknown in law, and that the court could not presume a legal origin for the alleged right.*

Held, by the majority of the House, that the order appealed from was right.

Decision of Court of Appeal (1908, 2 *Ch.* 397) *affirmed.*

Appeal by the defendants from an order of the Court of Appeal in an action brought by the Earl of Chesterfield and Mrs. Foster, as co-plaintiffs, for a declaration that the defendants, Harris and Bailey, were not entitled to fish in any portion of the River Wye belonging to either of the plaintiffs, and an injunction to restrain them from trespassing on the plaintiffs' lands and from fishing in or carrying fish from the plaintiffs' portion of the river. The Earl of Chesterfield is the tenant for life in possession of land in the county of Hereford, situate in the parishes of Holme Lacy, Ballingham, and Dewchurch, all of which are on the west side of the River Wye. Mrs. Foster, his co-plaintiff, is the owner in fee in possession of land on the opposite side of the river, in the parishes of Sollers Hope and Brockhampton, both of which parishes are in Herefordshire, but on the east side of the river Wye. The defendants are fishermen who claimed to be entitled to the right to fish as being freeholders in any of the parishes within the hundred or manor of Wormelow, adjoining the river. The trial came on in 1908, before Neville, J. The evidence established that for the last three centuries before the date of the action the freeholders of the hundred or manor in the parishes adjoining the river had openly, in exercise of their alleged rights, fished for salmon and other fish, and that, though attempts had been made periodically during the last century to restrain them, these attempts had not been successful. The learned Judge held that the right claimed by the defendants was legally capable of proof, and that it was fully established by the evidence, and accordingly dismissed the action. The plaintiffs appealed, and the Court of Appeal reversed the decision of Neville, J., on the ground that such a right as was alleged by the defendants was unknown to the law. As the court could not presume a grant giving the freeholders the right they claimed, that right must be presumed to have no legal origin, and therefore the plaintiffs were entitled to judgment. The defendants appealed to this House. After argument, judgment was reversed.

Lord LOREBURN, C., Lord ASHBOURNE, and Lord SHAW OF DUNFERMLINE delivered long judgments, in which they expressed the view that the right alleged by the defendants was capable of proof, and was proved. Therefore, in their opinion, the appeal should be allowed.

Lord HALSBURY, Lord MACNAGHTEN, and Lord GORELL held the same view as the Court of Appeal—namely, that the claim sought to be established by the fishermen was one unknown to the law.

In this view Lord KINNEAR intimated his concurrence. Hence by a majority of four to three the appeal was dismissed with costs.—COUNSEL, *Micklem*, K.C., *Mossop*, *Lloyd*, and *Hickman*, for the appellants; *Upjohn*, K.C., *Methold*, and *Stuart Moore*, for the respondents. SOLICITORS, *Meredith*, *Roberts*, & *Mills*, for *E. L. Wallis*, Hereford; *R. S. Taylor*, *Son*, & *Humbert*, for *Gwynne James* & *Son*, Hereford.

[Reported by ERSKINE REID, Barrister-at-Law.]

JOHNSTON AND OTHERS *v.* O'NEILL AND OTHERS. 14th July.

SEVERAL FISHERY—NAVIGABLE NON-TIDAL LAKE—PUBLIC USER—PRESCRIPTION—EVIDENCE.

The Crown is not, of common right, entitled to the soil or waters of an inland non-tidal lake, nor can any right exist in the public to fish in the waters of such a lake. A claim was made for a several eel fishery, extending over the whole of Lough Neagh. The claim was founded on a grant by Charles II., dated 1661, *and upon certain leases made by persons claiming under the grant, the payment of rent under the grant and other documentary evidence. The title of the Crown was established to the satisfaction of the court by certain inquisitions held prior to the grant. On behalf of the defendants, who were fishermen, evidence was given of continuous fishing by the public from time immemorial.*

Held (Lord Loreburn, C., Lord Shaw, *and* Lord Robson, dissentiente), *that the plaintiffs' documentary title to a several fishery in the lough being in point of law coercive, and their user under the title being the only reasonable and profitable user, the plaintiffs' title was not displaced by the evidence of long continued fishing by the public.*

Decision of Court of Appeal (Ireland) *affirming a judgment of* Ross, J. (1909, 1 *Ir. R.* 237), *by a majority affirmed.*

Appeal from a judgment of the Court of Appeal (Ireland) affirming an order of Ross, J. The appeal was twice argued in this House; first, before the Lord Chancellor and Lords Ashbourne, James of Hereford and Dunedin in July, 1910, and on the second occasion Lord James was not present, but the tribunal was strengthened by the addition of the Earl of Halsbury and Lords Macnaghten, Shaw of Dunfermline, and Robson. The arguments were heard on seven days between the 16th of January and the 16th of February this year. The respondents had below been declared entitled to the exclusive right of fishing for eels in the greater part of the water and weirs of Lough Neagh, with liberty to apply for an injunction as to the other parts should the decision in their favour be upheld on appeal. The defendants appealed, contending that the title of the plaintiffs was bad, and they claimed the right of the public to fish in the lough.

Lord LOREBURN, C., in giving judgment, referred to the fact that the case had been twice argued, and said that their attention had been called to a mass of documents, accounts, Acts of Parliament, and authorities. The question really was whether or not the public, who had been, in fact, accustomed from time immemorial to fish in Lough Neagh, openly as of right and without interruption, ought to be restrained from fishing any longer at the suit of proprietors who claimed a title in law. This action referred to eel fishing alone, and the injunction granted was limited to a comparatively small area of the lough, with liberty to apply as to the rest. His lordship then dealt with the whole history of the case, and, in conclusion, said he thought that the claim of the proprietors could not be supported, and that the fishermen were entitled to succeed.

Lord SHAW gave judgment, agreeing with the Lord Chancellor. He pointed out that for generations the fishermen on the shore of this inland sea had obtained a livelihood in this way, and that there were now 800 at least so employed who had a fleet of boats, and that they and their families numbered about 3,000 in all.

Lord ROBSON also read a judgment, in which he gave his reasons for agreeing that the appeal should be allowed.

The Earl of HALSBURY said he agreed with the judgment of the Irish courts, particularly the very able judgment of Ross, J. In his opinion the respondents' title was valid, and they had not lost the rights of ownership in the fishery, because for generations the local fishermen had carried on for profit a fishery which was now of great commercial value yearly. He moved that the appeal should be dismissed.

Lords ASHBOURNE, MACNAGHTEN, and DUNEDIN agreed with Lord Halsbury. By a majority of four to three the appeal was dismissed with costs.—COUNSEL, *Gordon*, K.C., *Healy*, K.C., and *Kerr* (all of the Irish Bar), appeared for the appellants; *Ronan*, K.C., *Jellett*, K.C., and *Gaussen*, K.C. (all of the Irish Bar), for the respondents. SOLICITORS, *Herbert Z. Deane*, for *L. A. Meenan*, Belfast; *Wansey*, *Stammers*, & *Co.*, for *French* & *French*, Dublin.

[Reported by ERSKINE REID, Barrister-at-Law.]

RICHARD EVANS & CO. *v.* ASTLEY. 16th June; 21st July.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—DEATH BY ACCIDENT—ONUS OF PROOF—POWER TO DRAW INFERENCE—NO DIRECT EVIDENCE—WORKMEN'S COMPENSATION ACT, 1906, s. 1 (1).

A brakesman, while in charge of his train, which was closely following another on the same metals, met with a fatal accident. There was no evidence to establish why he decided to attempt to pass from his train on to the other in front, but the county court judge found that, as he would have to get down in a few minutes to work the points, and could do so more conveniently from the train he attempted to board, the inference could be drawn that he did so in the performance of his duty, and therefore that the accident "arose out of" his employment. Accordingly he awarded the widow compensation.

Held (Lord Atkinson dissentiente) *that he was entitled to draw this inference.*

Decision of Court of Appeal (1911, 1 *K. B.* 1037) *affirmed.*

Appeal by the employers from an order of the Court of Appeal affirming (Buckley, L.J., dissenting) an award made by his Honour Judge Shand, at the County Court, St. Helens. The question was whether there was any evidence upon which the county court judge might reasonably come to the conclusion that the deceased man was trying to climb from the wagon on to the brake van, with a view to using the step with which the van was furnished and so alighting while the train was slowly passing the points. A train of two trucks pushed by an engine overtook another train on the same metals. The second train was being drawn by an engine, and at the rear was a brake van. The trains ran buffer to buffer as if coupled. The brakesman in the rear train tried to get on to the train in front, but slipped between the buffers and was killed. There was no direct evidence as to his reasons for trying to board the front train, but there was evidence that he would shortly have to alight and shift some points, which would be reached in a few minutes, in order to enable the trains to back into a siding, and that it was much easier to alight from the step of the brake van than to get down from the truck in which he was riding, as that had no step.

THE HOUSE took time for consideration.

Earl LOREBURN, C., and Lords GORELL and ROBSON read judgments in which they held, on the evidence, that the county court judge could draw the inference that the accident "arose out of" the employment.

Lord ATKINSON was unable to concur, and said he thought that this was one of those cases in which surmises more or less shrewd by an arbitrator or judge, or conjectures more or less plausible were described as inferences of fact, although there were no data whatever from which the so-called inference might reasonably be drawn as a matter of fact. Lord Watson had pointed out this distinction in the clearest language in *Wakelin* v. *London and South-Western Railway Co.* (1886, 12 A. C. 41, at p. 49). While being of opinion that the appeal of the employers should be allowed, he desired to guard himself against being supposed to concur in that portion of the judgment of Fletcher Moulton, L.J. (printed at p. 1044 of the report in 1911, 1 K. B.), in which he stated what, in his opinion, was the principle which ought to be applied to the presumption which he considered arose in the case of the death of a workman due to the dangers of his employment. Appeal dismissed with costs.—COUNSEL, *Rigby Swift* and *G. C. Rees*, for the appellants; *E. Stuart Brown* and *Alfred Elias*, for the respondent (the widow). SOLICITORS, *W. P. Ellen*, for *Pease & Darlington*, Liverpool; *H. Verdon Baines*, for *A. E. B. Griffin*, St. Helens.

[Reported by ERSKINE REID, Barrister-at-Law.]

NEW MONCKTON COLLIERIES (LIM.) *v.* KEELING. 30th May; 18th July.

MASTER AND SERVANT—COMPENSATION—DEATH BY ACCIDENT—"DEPENDANTS IN PART DEPENDENT"—WIFE LIVING VOLUNTARILY APART FROM HER HUSBAND, AND SUPPORTING HERSELF ENTIRELY—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 38), s. 13; SCHEDULE 1 (1) A (I.) AND (II.).

The presumption in law that a man in ordinary circumstances is liable to maintain his wife is not alone evidence sufficient to support a claim for compensation as dependant by his widow, and may be rebutted if the evidence establishes that at the time of the husband's death by accident the wife in fact was entirely supporting herself. A married woman left her husband, on account of his cruelty to her, twenty-two years before he met with a fatal accident while in the employment of the appellants. The county court judge held that there had been no abandonment of the wife's rights, and on the footing of partial dependency awarded her compensation. On appeal the award was affirmed, on the ground that as the applicant might at any time have made a claim for maintenance, she was placed in a worse position by her husband's death, and therefore entitled to compensation.

Held, that the facts proved rebutted the presumption in law, and therefore the award must be set aside.

Per Lord Atkinson: *It may be that a husband is bound to maintain her, but it is by the discharge of this obligation, not by its mere existence in law, that a husband supports and maintains his wife.*

Per Lord Robson: *Money coming to a widow under the Act is not a present in consideration of her status; it is a payment by a third person to compensate her, as a defendant, for her actual pecuniary loss by her husband's death.*

Decision of Court of Appeal (1911, 1 *K. B.* 250) *reversed.*

Appeal by the colliery company which raised the point under the Workmen's Compensation Act, 1906, whether a wife who had not lived with her husband for twenty-two years, and had supported herself meanwhile exclusively by her own exertions, was entitled, on the husband's death by accident, to claim compensation from his employers as a dependant. By the Act dependants are defined as "such of the members of the workman's family as were wholly or in part dependent upon the earnings of the workman at the time of his death . . .," and the contention of the appellants was that dependency was a question not of law, but of fact; and here the applicant was in fact not dependent in any degree upon the earnings of her late husband. The facts were, shortly, that the applicant was married to the deceased, a collier, in 1881. She left him in 1888, taking her four children with her. He was in the habit of thrashing her. He promised to allow her 1s. 6d. a week for each child, but in fact he never made any payments to her at all. She lost sight of him for a time altogether. Meanwhile the applicant lived with her parents, working for a time as a domestic servant and then at a factory. About ten years ago she got work as a housekeeper at 16s. a week, and she was keeping herself in this way when the news reached her that her husband had met with a fatal accident. The county court judge held that *primâ facie* a wife was dependent on her husband, that there had been no abandonment of her rights as a wife, and that the husband was still legally bound to support her. He accordingly awarded her £263 as compensation, on the footing of partial dependency. The Court of Appeal held that there was nothing which obliged the Court to hold that there was any release by the applicant of her husband's obligation to support her, and that as the presumption of dependency in law had not been rebutted, the decision of the county court judge must be upheld. The company appealed. The case having been argued, judgment was reserved.

Lord LOREBURN, C.—I agree with the judgment about to be delivered by Lord Atkinson. It is a question of fact whether a particular person is a dependant or not. The Act was passed to provide compensation for certain people who should be damnified because the workman ceased to earn wages. If thereby they were either deprived of actual support or deprived of a source on which they did and would reasonably rely for it, they may be damnified to a degree greater or less, according to the circumstances. The fact that a legal duty lay upon the workman to provide maintenance is an element to be considered, no doubt, because people usually count upon getting what they are entitled to get. But when, as here, the wife had not been supported for twenty years, and in no sense relied upon the workman for any help, I think there was no evidence of dependency. In my opinion this appeal should be allowed.

Lord ATKINSON read a judgment, in which, after stating the facts, he said the applicant had in fact for many years maintained herself by her own earnings exclusively. It might be that her husband was in law bound to maintain her, but it was by the discharge of this obligation, not by its mere existence in law, that a husband supported and maintained his wife. On the evidence it was impossible to come to the conclusion that there was any reasonable probability that she would ever enforce her right against her husband, or look to the result for her subsistence to any extent. His lordship then dealt with the provisions of the Act, and with a number of cases which had been referred to during the arguments, and said that, in his opinion, the decision of the Court of Appeal was erroneous, and that the appeal should be allowed.

Lord SHAW and Lord ROBSON each read judgments to the same effect. The appeal was accordingly allowed, and judgment entered for the company on the claim, with costs there and below.—COUNSEL, *Scott Fox*, K.C., and *Ellison*, for the appellants; *J. R. Atkin*, K.C., and *R. A. Shepherd*, for the respondent. SOLICITORS, *Bell, Brodrick, & Gray*, for *Parker, Rhodes & Co.*, Rotherham; *Corbin, Greener, & Cook*, for *Raley & Sons*, Barnsley.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

KENT *v.* FITTALL (No. 4). No. 1. 18th and 19th July.

ELECTION LAW—REGISTRATION OF ELECTORS—HOUSEHOLD QUALIFICATION—"INHABITANT OCCUPIER" OR "LODGER"—LANDLORD LIVING IN PART OF HOUSE AND PAYING RATES FOR THE WHOLE—REPRESENTATION OF THE PEOPLE ACT, 1867 (30 & 31 VICT. c. 102), s. 3—PARLIAMENTARY AND MUNICIPAL REGISTRATION ACT, 1878 (41 & 42 VICT. c. 26), ss. 5, 28 (10).

Where the landlord resides in part of a house let off in tenements and pays the rates for the whole of the premises the occupiers in the Occupiers' List of tenements so let are not qualified to be placed in Division 1 *of the Parliamentary Voters for the borough, as they have not, as required by section* 3 *of the Act of* 1867, *during the time of such occupation been rated as an ordinary occupier in respect of the premises so occupied, to all rates (if any) made for the relief of the poor, nor bonâ fide paid an equal amount in the pound to that payable by other ordinary occupiers in respect of all poor rates.*

So held, affirming, but on a different ground, a decision of the Divisional Court (*reported* 9 *L. G. R.* 27, 27 *T. L. R.* 79).

Appeal raising the question whether, where a landlord resident on the premises has let rooms in the same house to a tenant, the revising barrister could find that he had given up the right of control over those rooms on the evidence of the tenant that in fact he never exercised that right, and further whether such tenant, not having

paid an equal amount in the pound to that payable by other ordinary occupiers in respect of all poor rates, was disqualified on that ground from being registered as an inhabitant occupier, or whether such a tenant came within any exception to the conditions imposed by section 3 of the Act of 1867. The respective appellants were Petheridge and Geary, and they claimed to be put on Division 1 of the Occupiers' List of Voters for the Parliamentary Borough of Devonport as "latch-key" occupiers over whom the landlord exercised no control. The appeal was from a judgment of the King's Bench Division (reported 9 L. G. R. 27) deciding that where some of the rooms in an ordinary dwelling house were let out as separate dwellings and the landlord resided in the house in separate rooms and was rated for the whole of the house, evidence by the tenant that the landlord did not by the terms of the letting expressly retain and had never claimed to exercise any dominion or control over the rooms so let was insufficient to negative the inference that the landlord retained his right of control over such rooms. And it was accordingly held that in the absence of any positive evidence of surrender of control by the landlord, such tenant was not entitled to have his name inserted in Division 1 of the Occupiers' List. In the Divisional Court no one appeared for the respondent—the town clerk. In the Court of Appeal two points were argued. First the right of the revising barrister to treat as sufficient evidence of abandonment of control the fact that the landlord in the terms of the letting did not expressly retain control, and the absence of evidence of any act on his part asserting his control in any form. Secondly, whether, as the claimants paid no rates, they were entitled to a vote at all as inhabitant occupiers, as failing to comply with section 3 of the Representation of People Act, 1867. That section provides that "Every man shall . . . be entitled to be registered as a voter and, when registered, to vote for a member or members to serve in Parliament for a borough, who is qualified as follows (that is to say): (1) Is of full age, and not subject to any legal incapacity; and (2) Is on the last day of July in any year, and has during the whole of the preceding twelve calendar months been an inhabitant occupier, as owner or tenant, of any dwelling-house within the borough; and (3) Has during the time of such occupation been rated as an ordinary occupier in respect of the premises so occupied by him within the borough to all rates (if any) made for the relief of the poor in respect of such premises; and (4) Has, on or before the 20th day of July in the same year, *bonâ fide* paid an equal amount in the pound to that payable by other ordinary occupiers in respect of all poor rates that have become payable by him in respect of the said premises up to the preceding 5th day of January."

Vaughan Williams, L.J., said it was common ground here that neither 3 nor 4 of the conditions imposed by section 3 of the Act of 1867 had been complied with, but it was suggested that there were exceptions as regards small tenements under sections 3 and 4 of the Poor Rate Assessment Act, 1869, and under section 7 of the Act of 1867 in the case in which the dwelling house was wholly let out in apartments or lodgings not separately rated. It was not contended here that the appellants came within either of those sections, but it was suggested that they came within the exception given by section 14 of the Parliamentary and Municipal Registration Act, 1878, which ran thus: "Whereas by section 19 of the Poor Rate Assessment and Collection Act, 1869, the overseers in making out the poor rate are required in every case, whether the rate is collected from the owner or occupier, or the owner is liable to the payment of the rate instead of the occupier, to enter in the occupier's column of the rate-book the name of the occupier of every rateable hereditament, and it is thereby declared that every such occupier shall be deemed to be duly rated for any qualification or franchise as therein mentioned; and whereas doubts have been entertained as to the application of this enactment, and it is expedient to remove them: Be it therefore enacted that the recited enactment shall not be deemed to apply exclusively to cases where an agreement has been made under section 3 of the same Act, or where an order has been made under section 4 of the same Act, but shall be of general application." It was suggested that the effect of the last-mentioned section was that, although the provisions of section 3 of the Act of 1867 had not been complied with, they were to assume that the landlord had paid the rate instead of the tenant. Turning to section 7 of the Representation of People Act, 1867, he found this: "Where the owner is rated at the time of the passing of this Act to the poor rate in respect of a dwelling house or other tenement situate in a parish wholly or partly in a borough, instead of the occupier, his liability to be rated in any future poor rate shall cease and the following enactments shall take effect with respect to rating in all boroughs: "1. After the passing of this Act no owner of any dwelling-house or other tenement situate in a parish either wholly or partly within a borough shall be rated to the poor rate instead of the occupier, except as hereinafter mentioned. 2. The full rateable value of every dwelling-house or other separate tenement, and the full rate in the pound payable by the occupier, and the name of the occupier, shall be entered in the rate-book. Where the dwelling-house or tenement shall be wholly let out in apartments or lodgings not separately rated the owner of such dwelling-house or tenement shall be rated in respect thereof to the poor rate." The result of that section was that it was impossible in this case, where no rate had either been made or paid, for the occupier put forward a claim in respect of this franchise. Under these circumstances the appeal must be dismissed.

Fletcher Moulton, L.J., concurred. He pointed out that the steps which must be taken by a person to establish his right to the franchise were unfortunately not fixed by any single statute but by a tangle of statutes, and he had with regret to come to the conclusion that there was in these statutes a *casus omissus* which would probably deprive of the right of the franchise a large number of people who, if they knew what the necessary steps were to establish their rights, would those statutes, but they had no right to blink the consequences. In the present case the persons whom the appeal affected were persons who were occupying apartments in a very independent and exclusive way. They had an exclusive control of those apartments, using, of course, the staircase of the house in common, and having latch-keys for entering the house whenever they liked. Such people might be either lodgers or persons occupying separate tenements. To obtain a place on the register as a lodger one had to take a certain series of steps, and to obtain a place on the register as the occupier of a separate dwelling-house the steps were different. In the present case the parties elected to claim as occupiers of separate tenements, and not as lodgers. The consequence was that if they could not establish their right to a place on the register as occupiers of separate tenements—separate although in the same house—they failed altogether. Accordingly they had to look at the regulations as to the franchise in the case of householders. The appellants had not been rated, and had paid no rates in respect to the tenements which they occupied, so if the statute ended there they would have no right to the franchise. At that time the Legislature insisted very strongly upon rating being a condition for the franchise other than the lodger franchise, but at that time there existed, under certain public and local Acts, provisions by which the owners of small tenements paid the rates and the occupiers were not rated. There were statutory prohibitions against the rating of the owner instead of the occupier with certain exceptions, and the only exception which concerned them was this, that where a dwelling-house or tenement should be wholly let out in tenements or as a lodging-house not separately rated, the owner should be rated in respect thereof to the poor rate. The matter remained in that position until the year 1869, when the Poor Rate Assessments and Collection Act was passed, and which resuscitated the point of the householder, and allowed, in the case of boroughs, owners who were willing to pay the rates for the occupying tenants that they should receive a commission for so doing. There was established a kind of constructive rating, which had the effect of giving the occupier the franchise without his physically paying the rate, and without his being separately rated. He was of opinion, in the present state of the law, that these persons concerned in the case before them, if they were, as they claimed to be, inhabitants of separate tenements, were persons who ought to be separately rated and ought to pay an equal amount of poor rate in the pound, and therefore they had not complied with either conditions three or four upon which the franchise was established. Therefore, there was no statutory exemption which applied to entitle them to be on the register. The appeal, therefore, must be dismissed.

Buckley, L.J., agreed. The appeal was accordingly dismissed, with costs.—Counsel, *Danckwerts*, K.C., and *Raymond Asquith*, for the appellants; *Foote*, K.C., and *Daldy*, for the respondent. Solicitors, *Russell-Cooke & Co.*; *Ayrton, Biscoe, & Barclay*.

[Reported by Erskine Reid, Barrister-at-Law.]

FEAR AND OTHERS *v.* VICKERS. No. 1. 21st and 22nd July.

River—Higher and Lower Riparian Owners—Interference with Bed of River—Injunction.

A riparian owner is not entitled to alter the level of a river by removing obstructions which by lapse of time have become embedded and consolidated in and form part of the bed of the river, even although the natural bed of the stream has been altered by the foreign substances being placed or thrown into it or washed down the river in time of storm, if thereby he diminishes or increases the flow of water which a millowner lower down has been enjoying owing to the diversion of the stream or the alteration in its level by the obstructions.

Decision of Divisional Court (27 *Times L. R.* 483) *reversed.*

Appeal by the plaintiffs from an order of the Divisional Court. The plaintiffs were the executors of a millowner named Meddings, on the river Test, and they claimed an injunction to restrain the defendant, Colonel Vickers, who is a director of Vickers (Limited), from interfering with the bed of the river, at a part higher up, of which he was the riparian owner, so as to diminish the flow of water to their mill. The plaintiffs' case was that the defendant removed large quantities of stones, chalk, pieces of iron, &c., from the main branch of the river near to the cut which led to the plaintiffs' mill, and levelled the bed. The defendant denied that he had done more than remove obstructions which had been thrown into the river-bed during the last twelve months or so, and that he was entitled to do this just as much as he was entitled to cut weeds and clean the river. The case was tried in the County Court, Romsey, Hants, with a jury, and on the findings of the jury the judge gave judgment for the plaintiffs and granted an injunction. The Divisional Court set aside the judgment on the ground that the jury had been misdirected as to the real question they had to decide, and ordered a new trial. The plaintiffs appealed.

Vaughan Williams, L.J., said he did not agree with the Divisional Court that there had been misdirection. The judge had directed the jury that if they thought on the evidence that the lumps of chalk, stones, and other stuff which the defendant had removed from the river had become consolidated with the bed of the river—had been there, as the plaintiffs alleged, for many years—they were entitled to find that the defendant had in fact interfered with the natural bed of the river. In his opinion that was a proper direction, and therefore this appeal must be allowed.

Fletcher Moulton and Buckley, L.JJ., gave judgment to the same effect. The appeal was accordingly allowed with costs, and an injunc-

tion granted.—COUNSEL, *Cubabe*, for the plaintiffs; *J. B. Matthews*, for the defendant. SOLICITORS, *Purkiss & Co.*, for *H. J. King*, Wilton; *Tylee, Mortimer, & Attlee.*

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

BRITISH WESTINGHOUSE ELECTRIC AND MANUFACTURING CO. (LIM.) v. ELECTRICAL CO. (LIM.). Swinfen Eady, J. 24th July.

PATENT—ACTION FOR INFRINGEMENT—JUDGMENT FOR THE PLAINTIFF WITH DELIVERY UP—PRACTICE—DEFENDANTS' RIGHT TO ELECT TO DESTROY—MOTION TO VARY MINUTES OF JUDGMENT.

This was a motion to vary minutes of judgment delivered on the 17th of June, 1911, whereby the defendants in the action were ordered, among other things, to make and file within fourteen days after service of the judgment upon them a full and sufficient affidavit (to be made by the secretary or other proper officer), stating what arc lamps or parts of arc lamps were in their possession or power made in infringement of the said letters patent, and within four days from the filing of such affidavit to deliver up to the plaintiffs the arc lamps or parts of arc lamps that should by such affidavit appear to be in their possession or power by adding to such minutes immediately after the words "deliver up to the plaintiffs" the words "or in the presence of the plaintiffs or their agents destroy or otherwise make unfit for use."

The motion was refused.

In this case the defendants in the above-named action, which was for infringement of patent and was tried before Swinfen Eady, J., on the 27th of April last and following days, judgment being delivered on the 17th of June for the plaintiffs, were applying by motion to vary the minutes of judgment by adding certain words thereto. By the judgment the defendants were ordered to deliver up to the plaintiffs the arc lamps or parts of arc lamps in their possession or power made in infringement of the plaintiffs' letters patent. The defendants were seeking to add to the minutes of judgment words which would entitle them in the alternative to delivering their goods up to the plaintiffs to destroy them or otherwise render them unfit for use. Counsel for the defendants traced the history of the order for delivery up or destruction from the year 1864. He referred to the form of order in the cases of *Betts* v. *de Vitre* (1864, 34 L. J. N. S., Ch. p. 289, at p. 291) and *Frearson* v. *Loe* (1878, 9 Ch. D. 48, at p. 67), and to the cases of *Plempton* v. *Malcolmson* (1876, 3 Ch. D. 531) and *Edison Bell Phonograph Corporation (Limited)* v. *Smith* (1894, 11 Rep. Pat. Cas., at p. 160), and stated that in many cases the alternative to delivery up—namely, destruction—was not mentioned, but simply passed *sub silentio*. The order was only to protect the plaintiffs. The defendant, by infringing the plaintiffs' letters patent, did not lose his common law right of property in his own goods. Counsel also referred to *Needham* v. *Oxley* (1863, 8 L. T. N. S. 533) as shewing that it would not be necessary to strictly plead for delivery or destruction, as the latter might be implied from a plea for delivery up. Counsel for the plaintiffs referred to the shorthand note taken at the trial as shewing that he particularly only asked for delivery up, and made no mention of destruction.

SWINFEN EADY, J., after stating the facts, said: The defendants have urged upon me that they have not lost the property in their goods by reason of their having infringed the plaintiffs' letters patent, and that they have a right to elect as to whether they will deliver up or destroy the infringing articles. With regard to the property in the goods, Cotton, L.J., said in *Vavasseur* v. *Krupp* (1878, 9 Ch. D. 351, at p. 360): "The court in a suit to restrain the infringement of a patent does not proceed on the footing that the defendant proved to have infringed has no property in the articles; but, assuming the property to be in him, it prevents the use of those articles either by removing that which constitutes the infringement or by ordering, if necessary, a destruction of the articles so as to prevent them from being used in derogation of the plaintiffs' rights, and does this as the most effectual mode of protecting the plaintiffs' rights—not on the footing that there is no property in the defendant." In this case I have only to consider what order was actually made. Defendants' counsel asked for a stay of execution pending an inquiry as to damages, which was not granted. Plaintiffs' counsel said: "I shall not raise any objection to a stay on delivery up." There was no question as to the form of the order. The defendants did not ask for destruction. In my opinion it is too late now to ask for destruction on a motion to vary. I accordingly refuse the motion.—COUNSEL. *Wolfer*, K.C., *Gray*, and *E. Russell Clarke*, for the plaintiffs; *Bousfield*, K.C., and *Colefax*, for the defendants. SOLICITORS, *Faithfull & Owen*; *Michael Abrahams & Sons.*

[Reported by L. M. MAY, Barrister-at-Law.]

Bankruptcy Cases.

Re LUPTON. *Ex parte* THE OFFICIAL RECEIVER. Phillimore, J. 24th July.

BANKRUPTCY—PROPERTY OF THE BANKRUPT DIVISIBLE AMONG HIS CREDITORS—SUPERANNUATION ALLOWANCE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), SS. 44, 53—SUPERANNUATION ACT, 1889 (9 ED. 7, C. 10), S. 1.

A lump sum granted by the Treasury by way of additional allowance, under section 1, sub-section 2, of the Superannuation Act, 1909, to a retiring civil servant who is an undischarged bankrupt forms part of his property divisible among his creditors, and must be paid to the trustee in his bankruptcy.

Application by the official receiver as trustee in the bankruptcy for the direction of the court. The bankrupt, a retired post office clerk, became bankrupt in 1899, and had never applied for his discharge. He retired from the post office on the 31st of March, 1911, and was awarded by the Treasury a pension of £105 and a lump sum of £312 4s. by way of additional allowance under the provisions of section 1, sub-section 2, of the Superannuation Act, 1909. The question submitted to the court by the official receiver was, whether the lump sum was property of the bankrupt acquired by him before his discharge, and so divisible amongst his creditors, or whether it was half pay, pension, or any compensation granted by the Treasury to the bankrupt, as to which the court may make such order as it thinks just under section 53 of the Bankruptcy Act, 1883. The money was held by the Treasury pending the decision of the court. Counsel for the official receiver submitted that it was obviously not half pay or pension, nor was it "compensation," for that means compensation for an abolished office. The Superannuation Act of 1909 diminishes the pensions granted by previous Acts, but empowers the Treasury in its absolute discretion to grant lump sums by way of additional allowances. The bankrupt having entered the civil service before the passing of the Act, had the option of taking the undiminished pension, but he preferred to take the lump sum, which is an unconditional gift from the Government, and must form part of the bankrupt's property divisible among his creditors. He referred to *Ex parte Huggins* (21 Ch. D. 85). Counsel for the bankrupt contended that it was contrary to public policy to deprive the bankrupt of such an allowance.

PHILLIMORE, J.—The Superannuation Act, 1909, which is later than the existing Bankruptcy Acts, has made the older pensions less beneficial, but empowers the Treasury to grant lump sums in addition. Such grant is optional in the sense that the Treasury can grant or withhold it, but, if granted, the amount is not optional, but is regulated according to the terms and length of the grantee's service. It is a gift without any condition, not by way of retainer, or periodical, and it therefore forms part of the property of the bankrupt divisible among his creditors, and must be paid over to the trustee.—COUNSEL, *Hansell*; *Davis*. SOLICITORS, *Solicitor to the Board of Trade*; *Lumley & Lumley.*

[Reported by P. M. FRANCES, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

PRICE *v.* PRICE AND BROWN. Evans, P. 18th July.

DIVORCE—ADULTERY BY WIFE—CONDONATION BY HUSBAND—SUBSEQUENT DESERTION BY WIFE—MATRIMONIAL CAUSES ACT (47 AND 48 VICT., C. 68, SEC. 5), 1884—DECREE OF RESTITUTION OF CONJUGAL RIGHTS OBTAINED BY HUSBAND—EFFECT OF DECREE—REVIVAL OF ADULTERY.

Non-compliance with a decree for the restitution of conjugal rights is statutory desertion, and will revive adultery previously condoned.

Suit by husband for a divorce on the ground of the adultery and desertion of his wife. The wife had entered an appearance, but had filed no answer. The co-respondent had not entered an appearance, accordingly the suit was undefended. It appeared that the parties were married in September, 1898, and had two children. In 1908 the parties made the acquaintance of the co-respondent, and about June in that year the husband thought his wife and the co-respondent were on too familiar terms. About the 4th of July, 1908, the wife confessed to having committed adultery with the co-respondent. The husband forgave his wife on the understanding that she did not see the co-respondent again. Accordingly they lived together again as husband and wife. In September, 1908, with the petitioner's consent, the wife went on a visit to her sister at Cromer, and while there expressed a desire for a deed of separation. This request the petitioner refused. It was subsequently arranged that she should go to Scotland, and on her return they were to live as brother and sister. In February, 1909, they lived together as husband and wife, but after this time the latter was very frequently away from home, and on the 24th of September, 1909, the husband received a letter from her, while at Aix, practically refusing to live with him again. On the 16th of February, 1910, the petitioner wrote asking his wife to return to cohabitation. On the 1st of April he filed his petition for restitution of conjugal rights, and a decree was pronounced on the 7th of November, 1910, with which the respondent had failed to comply. Counsel for the petitioner stated the facts as to the adultery, gave the necessary evidence, and cited *Paine* v. *Paine* (1903, P. 263), *Collins* v. *Collins* (1884, 9 App. Cas. 205), *Copsey* v. *Copsey and Erney* (1905, P. 94), and *Houghton* v. *Houghton* (1903, P. 150).

EVANS, P.: I have heard the evidence, and have come to the conclusion that the adultery in 1908 has been proved, and was afterwards condoned. I am satisfied that the decree for restitution of conjugal rights was properly made and served, and that there has been disobedience of it. The question therefore arises whether statutory desertion so created revives condoned adultery. This is the first case

of the kind, so far as I can observe; but, on the principles of the cases cited, I can deal with the present case without reserving my judgment. *Paine* v. *Paine* (*supra*) was a converse case, where subsequent adultery by the husband revived condoned statutory desertion. *Houghton* v. *Houghton* (*supra*) and *Copsey* v. *Copsey and Erney* (*supra*) shew that desertion for two years or upwards without reasonable cause by husband or wife would revive condoned adultery. Here the desertion is not for two years, but the wife's conduct is desertion under section 5 of the Matrimonial Causes Act of 1884. Disobedience to that order creates a matrimonial offence, on proof of which either husband or wife is entitled to a judicial separation. I think that statutory desertion is on exactly the same footing as desertion for two years and upwards without reasonable excuse, and revives condoned adultery. There will be a *decree nisi* with costs, the petitioner to have the custody of his children.—COUNSEL, *Barnard*, K.C., and *Le Bas*, for petitioner; *W. Willis*, for respondent. SOLICITORS, *Clowes, Hickley & Steward*, for petitioner; *Ashurst, Morris, & Crisp*, for respondent.

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

STOKES *v.* **STOKES**. Evans, P., and Bargrave Deane, J. 4th and 18th July.

SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895 (58 & 59 VICT. C. 39), SS. 4 AND 11—FIRST APPLICATION FOR ORDER BY WIFE DISMISSED—SECOND APPLICATION GRANTED—APPEAL BY HUSBAND—RES JUDICATA.

A wife is not entitled to have a second summons issued and heard for the same cause of complaint under the Summary Jurisdiction (Married Women) Act, 1895, where upon a former summons the case has been heard and the summons dismissed.

Appeal by husband under the Summary Jurisdiction (Married Women) Act, 1895, from an order of the Justices for the county borough of Derby, dated the 10th April, 1911, whereby it had been adjudged that the defendant husband had deserted his wife, and had been ordered to pay her a weekly sum of 15s., together with the sum of £8 17s. for costs. The grounds of appeal were *inter alia*: (*d*) that the said justices had no jurisdiction to hear the said matter and/or to make the said order; and (*e*) that on the 9th day of January, 1911, the same question—viz., whether the said defendant had been guilty of the desertion of the complainant—had been heard and determined in favour of the defendant by a Court of Summary Jurisdiction sitting at Derby aforesaid, and the said matter of complaint was *res judicata*; and (*f*) that no fresh evidence of the matters complained of was given on behalf of the complainant before the said justices. The arguments of counsel sufficiently appear from the reserved judgment of the Divisional Court (EVANS, P., and BARGRAVE DEANE, J.), delivered by

EVANS, P., who said: In this case the wife (respondent on the appeal) caused a summons to be issued against her husband (appellant on the appeal), on the 2nd of January, 1911, to appear before the Justices to answer a charge of desertion, and to show cause why an order should not be made against him under the Summary Jurisdiction (Married Women) Act, 1895. The cause of complaint was that the husband deserted the wife on the 8th of November, 1897, and that he had been guilty of desertion ever since. The justices heard the case fully on both sides. They dismissed the summons, on the ground that the desertion was not proved. On the 5th of April, 1911, the wife caused another summons to be issued, in identical words with the first summons. The cause of complaint was also the same. Upon the hearing of this summons objection was made by the husband that the justices had no jurisdiction to hear the case, as the matter was *res judicata*. The justices nevertheless proceeded to hear it, and made an order against the husband. He now appeals, both on the question of jurisdiction and on the facts. The preliminary question of law is whether a wife is entitled to have a second summons issued and heard for the same cause of complaint under the Summary Jurisdiction (Married Women) Act, 1895, when, upon a former summons, the case had been heard and the summons dismissed. The point is one of importance, and has not hitherto been decided. The analogy of the right of a mother to make repeated applications (within the limited time) for an order in bastardy was relied upon. The reason, however, for this right is that no appeal is given by the Bastardy Acts to a mother against an adverse decision by the justices: *Reg.* v. *Machem* (14 Q. B. 74) and *Reg.* v. *Gaunt* (15 W. R. 1172, L. R. 2 Q. B. 466). If an appeal has been brought by the putative father to quarter sessions, and the appeal has been heard and decided against the mother, no fresh summons can be issued by her: *Reg.* v. *Glynne* (20 W. R. 94, L. R. 7 Q. B. 16). By the Summary Jurisdiction (Married Women) Act, 1895, s. 11, a right of appeal is given to either party. The analogy of the bastardy cases accordingly fails. The question therefore depends upon general principles applicable to the doctrine of *res judicata*, or of estoppel. The case of *Fletcher* v. *Fletcher* (64 J. P. 807) was referred to by the respondent's counsel. The case is imperfectly reported. In the course of the argument the President (Sir Francis Jeune) appears to have said: "Where there is no date specified, and the words of the summons are general, it does not follow that because the summons is dismissed the matter is *res judicata*." The question is not referred to in the judgment, and the case affords no assistance. It certainly is not an authority in the wife's favour. It is to be noted that in the same month (December, 1900) the same two learned judges who dealt with *Fletcher* v. *Fletcher* (*supra*) delivered the considered judgment in *Pickavance* v. *Pickavance* (1901, P. 66), and expressed a decided opinion that a withdrawal of a summons under the 1895 Act, with the consent of the justices, amounted to a complete withdrawal of the complaint; and that a second summons founded upon the same complaint could not be issued. That opinion was not necessary for the decision of that case, and therefore is only an *obiter dictum*, and it has been criticised. But there it is. I cannot think that the learned judges who expressed this opinion decided *Fletcher* v. *Fletcher* (*supra*) in the sense contended for by respondent's counsel. It was said in the case now before the court, that the wife produced evidence at the second hearing which she did not, and could not, produce at the first hearing. That is not the test. The right test is, whether if the evidence on the second hearing had been given on the first hearing, the order could have been made; or, in other words, whether the matter in issue between the parties upon the second complaint was heard and determined on the first hearing upon the evidence then adduced. The answer, in whichever form the test is applied, is clearly in the affirmative. In this particular case the wife, on the second hearing, said in terms, "No additional facts can be proved to-day but what could have been proved on the 9th of January, if the witnesses had been here." But I do not want our decision to rest upon this. It rests on broader grounds. If a wife makes a complaint of desertion, places her case before the justices, adduces the evidence on which she relies, and asks for their decision, and they decide against her, she cannot afterwards, whatever further evidence she may obtain, issue another summons for the same cause of complaint. The fact that desertion is a continuing offence makes no difference, because the desertion must be referable to some particular time when it began. Indeed, in such a case the hardship upon a husband, if repeated charges were made against him for the same alleged offence, would be very great, as there is no limit of time for complaints in the case of a continuing offence: *Heard* v. *Heard* (1896, P. 1888). In this very case the first summons was not issued until more than thirteen years after the alleged desertion. It might be urged that a wife might suffer hardship if her case was insufficiently presented or supported, through ignorance or want of available evidence, and was therefore dismissed. The answer is that she should ask the justices for an adjournment, in order that she might bring and properly present all the evidence she had to substantiate the charge she had made. In all proper cases the justices ought to, and could, grant an adjournment for that purpose. It is clear that if, in this Division, a petition for a judicial separation on the ground of desertion were filed, and dismissed after a hearing, a second petition could not be brought upon the same alleged desertion, either by itself, or coupled with a charge of another matrimonial offence—*e.g.*, adultery: *cf.* *Finney* v. *Finney* (L. R. 1 P. & D. 483). It is important that charges under the 1895 Act made before justices should be tried in accordance with the principles and practice which are acted upon by this court in similar cases. I am of opinion that the justices had no jurisdiction to hear the second summons in this case, or to make the order appealed from. The appeal is therefore allowed. The respondent must bear her own costs.—COUNSEL, *Barnard*, K.C., and *L. J. Sturge*, for appellant; *Tinsley Lindley*, for respondent. SOLICITORS, *Hamlins, Grammer, & Co.*, for *B. W. Moore*, Derby, for appellant; *Indermaur & Brown*, for *Clifford & Cliffords*, Derby.

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

Law Students' Journal.

The Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on 5th and 6th July, 1911:—

Ackroyd, John William
Ainslie, Denys Alfred Lafone
Awdry, Neville John
Beardsley, Amos
Boham, James
Butterworth, Rowland
Carver, Alfred Cedric
Chambers, James Frederick Murchie
Chatham, Edward Alfred
Costello, Ralph Edgar
Croft, Desmond Warrick
Dewhirst, Ernest Thomas
Dibdin, Charles
Evans, William David Russell
Fawcett, Cyril
Garbutt, Denis George
Gibbs, Thomas Foster
Haworth, Percy Geoffrey Du Val
Hill, Martin Spencer
Hollinrake, Gilbert Smith
Kingston, Ernest Roadley
Knowles, John Yalden
Leak, Reginald
Lees, Harold Wilfrid
McMurtrie, Donald Scott Anderson
Middlebrook, John
Morrish, Eric John
Mudford, Harold Ernest
Nalder, Frank William
Odell, Oliver Henry Cecil
Pearson, Sam
Pollard, Edwin
Raley, Walter Hugh
Rands, George St. John
Richards, Maurice John
Rowbotham, John Cheetham Selwyn
Sankey, Charles Edward
Saunders, Francis William
Stevens, John Julien Church
Swinscow, Richard Thomas
Thompson, Ronald Wilfred
Todd, Harold Edgar
Usher, Ernest Henry Broadbent
Welman, John Barthroppe
Whitburn, Arthur Kemp
Whittaker, Francis
Williams, Hugh Cameron

No. of candidates - 90. Passed - 47.

The following candidates are certified by the examiners to have passed with distinction, and will be entitled to compete at the Studentship Examination in June, 1912 :—

Ackroyd, John William
Boham, James
Costello, Ralph Edgar
Croft, Desmond Warrick
Haworth, Percy Geoffrey Du Val
Hill, Martin Spencer

By order of the Council,
S. P. B. Bucknill, Secretary.

Law Society's Hall, Chancery-lane, 21st July, 1911.

HONOURS EXAMINATION.—JUNE, 1911.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction :—

First Class.

[In order of merit.]

Francis Raleigh Batt, who served his clerkship with Mr. Richard Tapley, of Exeter, and Messrs. Robbins & Co., of London, and

William Thairlwall, LL.B. (London), who served his clerkship with Mr. F. J. Thairlwall, of the firm of Messrs. Thairlwall & Son, of London.

Second Class.

[In alphabetical order.]

Curzon Cursham, who served his clerkship with Mr. B. S. Wright, of Nottingham.

Sidney Vanner Farrington, who served his clerkship with Mr. John C. Buckwell, of Brighton.

Donald Gwyther Moore, who served his clerkship with Mr. H. O. Moore, of Derby and Duffield, and Messrs. Maude & Tunnicliffe, of London.

Leslie Willis Peters, who served his clerkship with Mr. Percy Maurice Crawcour Hart, of the firm of Messrs. Watkin, Williams, Steel, & Hart, of London.

Oswald Alfred Radley, who served his clerkship with Mr. Edward Ashley Plant, of the firm of Messrs. Sheldon & Plant, of Congleton.

Frank Leyden Sargent, who served his clerkship with Mr. John Theodore Goddard, of London.

Christopher Horsley Whitelegge, who served his clerkship with Mr. E. T. M. Teesdale, of the firm of Messrs. Maples, Teesdale & Co., of London.

Third Class.

[In alphabetical order.]

Lawrence Vaughan Chapman, B.A. (London), who served his clerkship with Mr. H. F. Cracknall, of the firm of Messrs. Greenfield & Cracknall, of London.

Algernon Harvey Crook, who served his clerkship with Mr. H. W. Milnes, of the firm of Messrs. Crook, Milnes & Jones, of London.

Norman Cornelius Gillett, LL.B. (London), who served his clerkship with Mr. E. B. Knight, of the firm of Messrs. Wontner & Sons, of London.

Gershom Stewart Jones, LL.B. (Liverpool), who served his clerkship with Mr. Arthur McDouall Hannay, of Liverpool.

William Doudney Knowles, who served his clerkship with Mr. E. W. Pierce, of Liverpool.

Hector Alan Lane, who served his clerkship with Mr. H. F. W. Gwatkin, of Poole; and Messrs. Wyatt & Co., of London.

Frank Emil Leffman, who served his clerkship with Messrs. Spyer & Sons, of London.

Walter McBride, B.A. (Oxon.), who served his clerkship with Messrs. Batten, Proffitt & Scott, of London.

Duncan Marsh, who served his clerkship with Mr. Athelstan Rendall, M.P., of the firm of Messrs. Rendall & Bradford, of Yeovil.

Leslie Commerford Martin, who served his clerkship with Mr. F. W. Martin, of Gravesend.

Edward Morfitt, who served his clerkship with Mr. George Twell, of Hull.

John Pennington, who served his clerkship with Mr. G. Wilson Picton, of the firm of Messrs. Kelly, Picton & Riley, of Liverpool.

Walter Hugh Price, who served his clerkship with Mr. Walter Jones Price, Mr. John Armitage Price (deceased), and Mr. Samuel Hugh Price, all of the firm of Messrs. Samuel Price & Sons, of London.

Thomas Edward Sugden, LL.B. (London), who served his clerkship with Mr. James William Sugden, of Keighley.

Reginald Walter Wansbrough, B.A. (Oxon.), who served his clerkship with Mr. W. J. Robinson, of the firm of Messrs. Wansbrough, Robinson, Tayler, & Taylor, of Bristol.

Douglas Horsford Wilmer, LL.B. (London), who served his clerkship with Mr. Herbert Denison, of Leeds, and Messrs. G. & W. Webb, of London.

The Council of the Law Society have accordingly given class certificates and awarded the following prizes of books :—

To Mr. Batt and Mr. Thairlwall each, the Clement's Inn prize, value about £10, and the Daniel Reardon prize, value about 20 guineas. To Mr. Cursham the John Mackrell prize, value about £9.

The Council have given class certificates to the candidates in the second and third classes.

One hundred and thirty-one candidates gave notice for the examination.

By order of the Council,
S. P. B. Bucknill, Secretary.

Law Society's Hall, Chancery-lane, London, W.C., 21st July, 1911.

Obituary.

Sir P. W. Bunting.

We regret to announce the death of Sir Percy William Bunting, barrister-at-law, on Saturday last, at the age of seventy-five years. He was educated at Owens College, Manchester, and at Pembroke College, Cambridge, where he was twentieth wrangler. He was called to the bar in 1862, and attained a fairly good practice, both in court and in chambers. He was examiner in equity and real property at the London University for some years. He had, however, no great interest in his legal work; he was devoted, heart and soul, to social and religious movements. As the *Times* said of him "It would be hard to name a social reform movement at home or an oppressed nationality abroad which he did not help by voice or pen. In the Social Purity movement he took a most active part, with his sister Mrs. Sheldon Amos, and with Mrs. Josephine Butler. In the National Vigilance Association he was for many years chairman of the Executive Committee. International peace was another object dear to his heart." He took a keen interest in the *Contemporary Review*, which he continued to edit up to his death. He retired from practice several years ago.

Legal News.

Appointments.

Mr. Arnold Duncan McNair, B.A., LL.B., solicitor, of 150, Leadenhall-street, E.C., has been appointed by the Council of the Law Society to fill the vacancy on the Teaching Staff of the society. Mr. McNair, after serving his articles in London, and obtaining second-class honours in his final examination, was elected to a scholarship at Caius College, Cambridge, in 1907, and succeeded in securing the first place in both parts of the Cambridge Law Tripos, in 1908 and 1909 respectively. He was also President of the Union Society. Returning to London in 1909, he became a partner in the firm of Ballantyne, McNair and Co., and has had considerable experience of commercial and common law work.

Mr. J. Kenyon Parker, solicitor, of 25, Change-alley, Sheffield, has been appointed Coroner of the Sheffield City and County Borough and Coroner of the Rotherham County Division of the West Riding of Yorkshire, in both instances in succession to his late partner, Mr. Dossey Wightman, who has retired from such coronerships and from practice.

Changes in Partnerships, &c.

Dissolutions.

John William Carter and Henry Crellin, solicitors (Carter & Crellin), Blackburn. July 22. [*Gazette*, July 21.

William Henry Clarke, Richard Noel Middleton, and George Francis Stott, solicitors (W. H. Clarke, Middleton & Stott), Leeds. July 21. So far as regard the said George Francis Stott; the said William Henry Clarke and Richard Noel Middleton will continue to practise as solicitors on their own account under the style or firm of W. H. Clarke, Middleton & Co., at No. 12, South-parade, Leeds; the said George Francis Stott will hereafter practise as a solicitor in his own name and on his own account at Atlas-chambers, King-street, Leeds. [*Gazette*, July 25.

General.

Changes are stated to be in contemplation relative to the districts of the Metropolitan Police magistrates—namely, that Mr. Chester Jones, the magistrate at the Thames Police Court, will be transferred to Old-street, in succession to Mr. A. R. Cluer, and that Mr. Arthur Gill will be transferred to the Thames Police Court.

In honour of his ninetieth birthday and of his jubilee as town clerk, says the *Daily Mail*, Mr. William Grange, the town clerk of Grimsby, and the oldest town clerk in Great Britain, was presented last week with two albums on behalf of the corporation and the borough magistrates respectively. Mr. Grange was admitted in 1849.

It is announced that a special service in Westminster Abbey will be held on Thursday, October 12 next, the first day of the Michaelmas Sittings of the Law Courts, at which the judges and members of the legal profession will attend. The Lord Chancellor's reception of his Majesty's judges, King's Counsel, and others will take place in the House of Lords after the service in the Abbey on that day.

It is announced that his Honour Judge Bray has been appointed to the Bloomsbury County Court, and that the new judge, Mr. Cluer, is to assist at the Clerkenwell Court in his place.

His Honour Judge Cluer took his seat for the first time as a county court judge at Whitechapel on the 25th inst. He was welcomed by Mr. George Vandamm, a leading solicitor of the district, who said it was with the greatest pleasure that they heard that his honour had been appointed, feeling that there could not be a more worthy successor to Judge Bacon. Judge Cluer made an appropriate acknowledgment.

The April number of the *Harvard Law Review* contains, says the *Law Quarterly Review*, an interesting article on liability for honest misrepresentation by Prof. Williston, who points out, for the first time we think, that, quite apart from any consideration of equitable doctrines, it is very hard to reconcile the rule laid down by the House of Lords in *Derry* v. *Peek* either with the fairly old law of warranty on sale (for the contract is in most cases only constructive, being imposed by law as the consequence of a mere assertion), with the later, but now fully settled, rule that a professed agent warrants his authority, or with the law of estoppel in pais. "It is difficult to see how the law of estoppel and the doctrine of *Derry* v. *Peek* can permanently be kept in separate compartments when law and equity are fused and pleading reduced to a mere statement of the facts of the case." In America the question is by no means academical, for "many American courts of the highest standing at least go much beyond the present limits of the English law." It is widely held, though not universally nor always in quite the same form, that in an action for deceit the plaintiff must recover "if the defendant asserted as matter of his own knowledge something which in fact he did not know, or for which he had no reasonable basis of belief." The recent English doctrine, "that a guilty state of mind is a necessary element in order to make the defendant liable" is, in the learned writer's opinion, unjust as well as illogical.

The following is stated to be the amendment to clause 51 of the Insurance Bill, forbidding distress in the case of insured persons while in receipt of sickness benefit, which Mr. Lloyd George has put down:—(1) Where the medical practitioner attending on any insured person in receipt of sickness benefit certifies that the levying of any distress or execution upon any goods or chattels belonging to such insured person and being on premises occupied by him, or the taking of any proceedings in ejectment or for the recovery of any rent or to enforce any judgment in ejectment against such person, would endanger his life, it shall not to be lawful during any period named in the certificate for any person to levy any such distress or execution or to take any proceedings or to enforce any such judgment against the insured person. Provided that, if any person desirous of levying such distress or execution or taking such proceedings or enforcing such judgment disputes the accuracy of the certificate, he may apply to the registrar of the county court, who, if he is of opinion that the certificate should be cancelled or modified, may make an order cancelling or modifying it, and any such order shall not be subject to appeal. (2) A certificate granted for the purpose of this section shall continue in force for one week or such less period as may be named in the certificate, but may be renewed from time to time for any period not exceeding one week, up to but not beyond the expiration of three months from the date of the grant of the original certificate. (3) If any person knowingly levies or attempts to levy any such distress or execution or takes any such proceedings or enforces or attempts to enforce any such judgment in contravention of this section, he shall be liable on summary conviction to a fine not exceeding fifty pounds.

Mr. S. R. Honey, writing to the *Times* on "Delays at Somerset House" says:—On June 25, 1911, I took to the stamping room (No. 28) of the Inland Revenue Office at Somerset House a deed-poll, which on its face purported to be an assignment from me to my wife of the lease of these premises in consideration of affection. A clerk told me that it must be "*adjudicated*," and sent me to Room 85. In Room 85 a clerk told me to go to Room 66. In that room he, or the other clerk with whom he consulted, thought a "valuer" was necessary. Then, on a suggestion from me that it ought to be stamped 10s., one of them told me I had better return to Room 28. On my arrival (for the second time) at this room, the chief clerk said I must see "Dr." Kingdon, directing me to go to Room 95. There I was informed that Dr. Kingdon was not in the building. Somewhat fatigued by ascending and descending so many stairs (for no one had told me of the lift), I then went away leaving my deed with a clerk. On June 28 the following letter reached me:

Solicitors' Department, Inland Revenue,
Somerset House, W.C.,
27th June, 1911.

Sir,—Assignment. Yourself to Mrs. Honey. Dated 1st June, 1911. On the statement made by you that this assignment is of rack-rented property and that there is no consideration for the assignment *other than the implied covenant to indemnify against rent, &c.*, the deed may be stamped 10s., and if you will forward postal order for that amount it shall be stamped and returned.

I am, Sir, your obedient servant,
F. W. W. Kingdon, Asst. Solicitor of Inland Revenue.

S. R. Honey, Esq., 17A, Eldon-road, Victoria-road, Kensington, W.

to which I replied in person that I had not made that part of the alleged statements which I have italicised. Dr. Kingdon thereupon stamped the deed on payment by me of ten shillings. Thus stamped, it has been delivered to my wife. Why, asks Mr. Honey, is a person who is anxious to "render unto Cæsar the things that are Cæsar's" hindered and delayed in his efforts by the lack of proper instructions to the stamping clerks at Somerset House? In short, why is there not a general instruction that assignments of leases purporting to be voluntary (*i.e.*, without a "valuable consideration") shall be stamped 10s., upon a statement that they are of rack-rented property?

A return asked for by Mr. W. Peel, M.P., shewing the number of additional posts, established and temporary, created in consequence of legislation passed since 1906, and still in existence, was issued on Tuesday. It shews that in the period mentioned 4,291 posts have been created, of which 1,161 are established and 3,130 temporary. The salaries attached to the 4,291 posts are:

Not exceeding £150	2,824
Exceeding £150, and not exceeding £500	1,342
Exceeding £500...	125

Of the total number, 3,181 were appointed without competition, and 1,110 after competition. The Departments in which the largest number of posts had been added are:—Inland Revenue, 2,003 (38 exceeding £500); Board of Trade, 1,209 (25 exceeding £500); Public Trustee, 160 (3 exceeding £500); Customs and Excise, 131 (11 exceeding £500); Post Office, 123 (1 exceeding £500).

At the West London County Court on Tuesday, says the *Times*, Edwin Smith, a civil engineer, of Reclingham-road, Southfields, brought an action against W. R. Herbert, of Fulham-road, his landlord, claiming damages under the Housing and Town-Planning Act. The plaintiff's family when they removed into the premises discovered that these were occupied by "tenants of undesirable character." The plaintiff had bottled some of them and brought them to the court for the judge to look at. The plaintiff's solicitor said the action was one of the first fruits of the new Act, which made it an implied condition in the case of a house under £40 a year rental that the premises should be reasonably fit for human habitation. In this case insects appeared in large numbers and were to be found everywhere, so that in desperation the landlord was sent for and the family moved next door. Three months afterwards the landlord set to work to fumigate the first house, with the result that the insects, not liking the fumigating process, proceeded next door, and for the second time the plaintiff was unable to rid the house of them. Sir William Selfe gave judgment for the plaintiff for £5 5s., with costs.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday July 31	Mr Synge	Mr Church	Mr Greswell	Mr Theed

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday July 31	Mr Leach	Mr Goldschmidt	Mr Borrer	Mr Bloxam

The Long Vacation will commence on Tuesday, the 1st day of August, and terminate on Wednesday, the 11th day of October, 1911, both days inclusive.

The Property Mart.

Forthcoming Auction Sales.

July 31.—Messrs. Reynolds & Eason, at the Mart, at 2: Freehold Residence (see advertisement, back page, July 22.)

Aug. 1.—Messrs. Rogers & Coates, at the Mart, at 2: Freehold Building Land (see advertisement, back page, July 22).

Aug. 2.—Messrs. Humbert & Flint, at the Dolphin Hotel, Chichester, at 3.45: Freehold Farms, &c. (see advertisement, back page, July 22).

Aug. 3.—Messrs. H. C. Foster & Chatfield, at the Mart, at 2: Reversions, Life Interests, Policies, &c. (see advertisement, back page, this week).

Aug. 17.—Messrs. Venton, Bull & Cooper, at the Mart, at 1: Freehold and Leasehold Ground Rents (see advertisement, back page, this week).

Winding-up Notices.

London Gazette,—Friday, July 21.

JOINT STOCK COMPANIES.

Limited in Chancery.

Aluminium Corporation, Ltd.—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Robertson Lawson, 60, London wall. Note.—This notice does not refer to the Aluminium Corporation, Ltd, which was incorporated on Dec 17, 1909.

CHARLES ELMORE, LTD (IN LIQUIDATION)—Particulars of all debts or claims against the receiver, must be delivered to me on or before Aug 20. James Arthur Crossley, Cromwell bldgs, Blackfriars st, Manchester

CITY ROLLER SKATING PALACE LTD, Fishergate, York—Petn for winding up, presented July 10, directed to be heard at the Courts of Justice, Clifford st, York, Aug 8, at 9 30 Wood, York, solor for the petners. London agent, Eland & Co, Trafalgar sq Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 7

DAMARALAND CO, LTD—Creditors are required, on or before Aug 1 to send their names and addresses, and particulars of their debts or claims, to Frederick William Wicks, 317-319, Winchester house, Old Broad st

DORSET PUBLIC HOUSE TRUST CO, LTD—Creditors are required, on or before July 28, to send their names and addresses, and particulars of their debts or claims, to Arthur F. Grimley, Greenhill, Sherborne, liquidator

EAST YORKSHIRE STEAMSHIP CO, LTD—Creditors are required, on or before Aug 8, to send their names and addresses, and the particulars of their debts or claims, to George William Townend, Carlisle chmbrs, Goole. Jackson & Co, Hull, solors to the liquidator

HARROW LAND CO, LTD—Creditors are required, on or before Aug 8, to send their names and addresses, and the particulars of their debts or claims, to Paterson & Co, Lincolns Inn fields, solors to the liquidator.

JOSEPH SHAW & CO, LTD—Creditors are required, on or before July 29, to send their names and addresses, and the particulars of their debts or claims, to James John Finlayson, 3, Railway st, Huddersfield. liquidator.

"SELWORTHY" STEAMSHIP CO, LTD—Petn for winding up, presented July 19, directed to be heard at the Law Courts, Cathays Park, Cardiff, Aug 16. Lloyd & Pratt, solicitors, Cardiff Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Aug 15

WILLIAM BIRKS PATENTS, LTD—Petn for winding up, presented July 17, directed to be heard Oct 17. Jackson & Jackson, South sq, Gray's inn; agents for Mason, Rotherham, solor for the petners. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Oct 16

UNLIMITED IN CHANCERY.

DUDLEY PERMANENT MONEY SOCIETY—Petn for winding up, presented July 14, directed to be heard at the Court House, Priory st, Dudley, Aug 18, at 11. Plant, Dudley, solor for the petner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Aug 14

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

BATTREE MILLS, LTD—Petn for winding up, presented July 19, directed to be heard at the Assize Courts, Strange ways, Manchester, July 31 at 10.30. Bingham & Co Manchester, solors for the petners. Notice of appearing must reach the above named not later than 2 o'clock in the afternoon of July 29.

LAUREL MILLS, LTD—Petn for winding up, presented July 12, directed to be heard at the Assize Court, Strangeways, Manchester, July 21, at 10 30 Bingham & Co, Manchester, solors for the petners. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of July 29

London Gazette.—TUESDAY, July 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ACTONS SWAZILAND CONCESSIONS, LTD—Creditors are required, on or before Aug 15, to send their names and addresses, and the particulars of their debts or claims, to James A. Tinling 13 Finsbury circus, liquidator.

CYRUS GARBIDE & SONS, LTD—Creditors are required, on or before Aug 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Swindells Bowden Ellison st, Glossop. Marsden, solor for the liquidator.

DAGGER HEY BRICK CO, LTD—Creditors are required, on or before Aug 19, to send their names and addresses, and the particulars of their debts or claims, to William Wallace Brierley, 24, Clegg st, Oldham, liquidator.

ELSWICK AUTO-CARS LTD—Petn for winding up, presented July 14, directed to be heard before Vacation Judge Aug 16. Mills & Co, Queen Victoria st, solors for the petners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Aug 15

HOLBORN LEATHER WORKS CO, LTD—Creditors are required, on or before Sept 5, to send their names and addresses, and the particulars of their debts or claims, to John Robert Burgess, 68, Albion st, Leeds. Peckover & Scrivens, Leeds, solors to the liquidator.

JAMES H. HODGSON, LTD—Petn for winding up, presented July 22, directed to be heard at the Court House, Queen st, Aug 3. Lesroyd & Co, Huddersfield, solors to the petners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Aug 2.

NATIONAL PROVINCIAL INSURANCE CORPORATION, LTD—Petn for the winding up, presented July 17, directed to be heard before the Vacation Judge, Aug 9. Richardson & Co, Liverpool, solor for the petner; London agents, Sharpe & Co, New ct, Carey st. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Aug 8.

R. G. PICKLE & SON, LTD—Creditors are required, on or before Sept 5, to send their names and addresses, and the particulars of their debts or claims, to Ernest James Walker and William Crossman Spencer, 5, Castle st, Liverpool. Toulmin & Co, Liverpool, solors to the liquidators.

WEST HARTLEPOOL STEAM SHIP DETENTION INDEMNITY ASSOCIATION (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to John Collingwood Fortune, 36, Church st, West Hartlepool. Turnbull & Tilly, solors to the liquidator.

WILLING & CO (MANCHESTER), LTD—Petn for winding up, presented July 22, directed to be heard at the Court House, Quay st, Manchester, Aug 2, at 10. Boote & Co, Manchester, solors for the petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Aug 1

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, July 14.

BURY GRANGE FARMS, LTD.
NORTH WEST SHIPPING CO, LTD.
PERUVIAN DEVELOPMENT SYNDICATE, LTD.
SCYTH FRUIT CREAM CO, LTD.
SOUTHAMPTON LOAM AND GRAVEL CO, LTD.
BOMBAY HYDRO ELECTRIC SYNDICATE, LTD.
ANGLO-SPANISH SYNDICATE, LTD.
G F REALIZATION TRUST, LTD.
GEORGE NORRIS, LTD.
STEEL & GARLAND (1905), LTD.
PEARD PATENT SAFETY GAS LIGHT CO, LTD.
BRITISH CONFECTIONERY CO, LTD.
A. E. JONES & CO, LTD.
MIDDLETON STEAMSHIP CO, LTD.
BRUNSWICK WARD (LEEDS) CONSERVATIVE INSTITUTE, LTD.
HIPPODROME (BISHOP AUCKLAND), LTD.

London Gazette.—TUESDAY, July 18.

ISHERWOOD, SUTCLIFFE & CO, LTD.
CARLISLE UNITED ASSOCIATION FOOTBALL CLUB, LTD.
JOHN DEXTER, LTD.
MANSFIELD SKATING RINK CO, LTD.
LETCHWORTH GARDEN CITY LAUNDRY, LTD.
CITY ROLLER SKATING PALACE, LTD.
NATIONAL GAS ENGINE CO, LTD (Reconstruction).
E. SLATER & SONS, LTD.
OIL PRODUCTION AND REFINERIES, LTD.
MURAD, LTD.
BATLEY ELECTRIC CARBONIZING CO, LTD.
SAWER, SONS & CO, LTD.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 21.

JENKINS, BENJAMIN GEORGE, Chatsworth rd, West Norwood, Barrister at Law Sept 30 Bears v Jenkins, Eve, J Timbrell, King William st

London Gazette.—TUESDAY, July 25.

HESS, SAMUEL, Grosvenor rd, Canonbury, Cap Peak Manufacturer Sept 30 Hess v Hess, Parker, J Hall & Son, West Smithfield

Under 22 & 23 Vict. cap. 35

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 21.

ARCHBOLD, ANNA JANE, Gosforth Aug 22 Hindmarsh & Hardy, Alnwick
ARMSTRONG, JOSEPH, Newcastle upon Tyne Aug 21 Hoyle & Co, Newcastle upon Tyne
AUERBACH, MORITZ, Lee Green Aug 31 Gush & Co, Finsbury circus
BECKINGHAM, SARAH, Gloucester Aug 9 Grimes, Gloucester
BOOTH, AGNES SOPHIA, Walsall Sept 7 Evans, Walsall
BOUNDS, WILLIAM, Aston, Birmingham Sept 29 Hooper & Tanfield, Birmingham
BROADWOOD, ALFRED STEPHEN, Great Missenden, Bucks Sept 4 Collyer-Bristow, Bedford row
BUTLER, ARTHUR, Chislehurst, Kent Sept 1 Barnett & Shirer, Camomile st, Bishopsgate
BRYNE, ELEANOR FRANCES, Weston super Mare Aug 31 Elliott, Clifton, Bristol
CARTER, EDWARD, Edgbaston, Birmingham Sept 1 Smythe & Co Birmingham
CHAMBERS, SYDNEY, South Nutfield, Surrey Aug 28 Loughborough & Co, Austin friars
CHAMBERS, WILLIAM, Burton on Trent Aug 19 Taylor, Burton on Trent
CHANNON, MARY ELIZABETH, Plymouth Oct 31 Adams & Croft, Plymouth
COOK, WILLIAM BENJAMIN, Eastbourne Aug 14 Arnold, Eastbourne.
COSTER, MARY ANN, Newton Abbot, Devon Aug 25 Hacker & Michelmore, Newton Abbot
ELLIOTT, ANN, Hove, Sussex Aug 30 Nye & Clewer, Brighton
ELLIOTT, RACHEL MARY, Clifton, Bristol Aug 19 Evans, Bristol
FEARN, GEORGE, Wilmslow, Chester Aug 25 Green, Stockport
FOXWELL, SARAH JANE, Slimbridge, Glos Aug 26 Sturge, Bristol
GALLOWAY, ARTHUR WALTON, Surbiton, Surrey Sept 18 James, Lincoln's inn fields
GIBSON, JAMES HENRY, North Side, Clapham Common Sept 1 Gibson & Co, Portugal st bldgs, Lincoln's inn
GOLDSMITH, MARGARET, High rd, Chiswick Oct 31 Clarke & Son, John st, Bedford row
GOODMAN, THOMAS, Newton Abbot, Devon, Carriage Proprietor Aug 25 Hacker & Michelmore, Newton Abbot
GREENACRE, Sir BENJAMIN WESLEY, Durban, Natal, Merchant Aug 22 Williams & Co, New Broad st
GWILLIAM, MARY ALICE, Leigh, Lancaster July 25 Baron, Wigan
HALL LUCY, Ashton under Lyne Sept 1 Judson, Manchester
HENRY, MITCHELL, Leamington Aug 19 Field & Sons, Leamington
HEYWOOD, HENRY, Ingatestone, Essex Aug 21 Mather & Son, Liverpool
HOOKER, HENRY, Tankerton, Whitstable Sept 1 Harris & Harris, Sittingbourne
HORTON, HANNAH, Cradley Heath, Stafford Aug 18 Green, Cradley Heath
JENKINS, HANNAH MATILDA JANE, Fitzgeorge av, West Kensington Aug 23 Vincent & Vincent, Budge row
LEAR, EMILY, Newton Abbot, Devon Aug 25 Hacker & Michelmore, Newton Abbot
LINTOTT, ROBERT, Plumstead, Kent, Pawnbroker Sept 14 Bartlett & Son, Bush ln
LIVENS, SOPHIA MARY, Brighton Aug 28 Irvine & Co, Crutched friars
LOADER, SIDNEY, Odiham, Hants Aug 22 Lamb & Co Odiham.
MANN-OGDEN, ALBERT, Old Park Ridings, Winchmore Hill, Middlesex Sept 4 Boydell jun, South sq
MEADOWS, GEORGE HOLMES, Hull Sept 1 Locking & Co, Hull
MILNER, SAMUEL GREGORY, Mobberley, Chester, Shorthand Writer Sept 1 Boote & Co Manchester
PALK, GEORGE, Newton Abbot, Devon, Butcher Aug 25 Hacker & Michelmore, Newton Abbot
PARKER, ANN ELIZA, Leeds Aug 19 Simpson & Co, Leeds
PINNEY, RICHARD EDWARD, Wareham, Dorset Sept 22 Walker & Co, Theobalds rd, Gray's inn
SANDERS, KATHARINE, Lustleigh, Devon Aug 25 Hacker & Michelmore, Newton Abbot
SHARP, JOHN, Beechburn House, nr Crook, Durham, Coalowner Aug 31 T & W G Maddison, Durham
SMITH, AMELIA EDDY, Oxford Aug 21 Mills & Morley, Lincoln's inn fields
SMITH, JOHN PEACOCK, Birkenhead Aug 7 Peacock & Co, Liverpool
SNEE, JULIA, New Cross rd, Deptford Aug 18 McColm & Brooke, Lewisham bridge
SOLOMON, REBECCA, Liverpool Aug 19 Slater & Co, Manchester
WALL, ERENFEZER, Banbury, Oxford Aug 21 Fairfax & Barfield, Banbury
WAHL, RUDOLPH, Pemdevon rd, West Croydon Sept 2 Singleton, Essex st, Strand
WEBB, FREDERICK ROBERT, Sidcup, Kent, Plumber Sept 14 Bartlett & Son, Bush ln
WILLIAMS, HANNAH, Rhyl, Flint Aug 25 Pierce-Lewis, Rhyl
WRIGHT, SAMUEL HENRY, Lingfield, Surrey, Estate Agent Sept 14 Bartlett & Son Bush ln
YEOMANS, JOBSON, Newcastle upon Tyne Aug 23 Clark, Newcastle on Tyne

London Gazette.—TUESDAY, July 25.

AMEY, GEORGE, Haslemere, Surrey, Farmer Aug 31 Burley, Petersfield
BEVAN, CHARLES HENRY, Hastings Aug 28 Morgan, Hastings
BIRCH, JOHN, Leeds Sept 4 A E & H J Carr, Leeds
BIRD, SARAH RACHEL, Folkestone Aug 23 Bradley & Hulme, Folkestone
BRAMBLE, HENRY JAMES, St Austell, Solicitor's Clerk Aug 23 Brian, Plymouth
CHAPMAN, THOMAS, Leeds, Solicitor Sept 1 Chapman, Leeds
CHARLES, THOMAS JOHN, Parkville rd, Fulham Aug 26 Myatt, Crutched friars
CHILDS, GEORGE BENJAMIN, Zenoria st, East Dulwich, Working Jeweller Aug 23 Skelton, Lincoln's inn fields
COLE, Rev EDWARD MAULE, Wetwang, York Sept 1 Foster & Co, Great Driffield
COOPER, THOMAS WILLIAM GEORGE, Crick, Northampton Aug 26 W F & W Willoughby, Daventry

CRITCHLEY, MARGARET, Rainhill, Lancaster, Baker Aug 21 Cross & Son, Prescot
CROPPER, HANNAH, Rochdale Sept 5 Chadwick, Rochdale
FAWKES, GEORGE, Great Crosby, Lancaster Aug 31 Miller & Co, Liverpool
FREAKLEY, JOHN CHARLES, Westcliff, Southend on Sea Aug 19 Wood & Co, Southend on Sea
GIBSON, WILLIAM, Northampton, Army Pensioner Aug 26 W F & W Willoughby, Daventry
GOLDSMID, ISABEL, Portman sq Sept 1 Waterhouse & Co, New ct, Lincoln's inn
HEADRIDGE, THOMAS, Leeds, Dentist Sept 6 W & E H Foster, Leeds
HOWELLS, ELLEN, Swansea Aug 4 Gee & Edwards, Swansea
HUGHES, WILLIAM HENRY, Barnt Green, Worcester Sept 1 Taunton & Whitfield, Birmingham
JARRETT, JOHN WILLIAM METCALF, Norfolk st, Strand Sept 26 Shaw, Clement's inn, Strand
KOCH, ALEXANDER WILHELM, Theobald's rd, Architect Aug 22 Skelton, Lincoln's inn fields
LAWTON, ARTHUR, Blackpool Aug 26 Callis, Blackpool
LEE, THOMAS, Oakfield, Liverpool, Journalist Sept 1 McKenna, Liverpool
MASTERS, JANE, Beauvale rd, East Dulwich Aug 31 Hird & Thatcher, Adam st, Strand
MENNELL, ZEBULON, Royal crescent, Holland Park av, Physician Sept 1 Gasquet & Co, Great Tower st
MORRISON, JAMES, Halton rd, Canonbury Aug 31 Letts Bros, Bartlett's bldgs
PAYNE, GEORGE, Overdale, Durban, Natal, Merchant Aug 25 Williams & Co, New Broad st
ROBINSON, MARSHALL, Huddersfield Aug 14 Armitage & Co, Huddersfield
SCANTLEBURY, GEORGE THOMAS, Willesden la, Brondesbury Sept 4 Stileman & Neate, Southampton st, Bloomsbury
SIMISTER, EDWIN, Manchester Aug 21 Sharratt & Saxon, Manchester
SMITH, AMBROSE ERNEST, Harrogate Sept 11 Wood, York
SMITH, LOUISA, Idmiston rd, West Norwood Sept 1 Loxley & Co, Cheapside
SMITH, ROBERT JAMES, Derby Aug 21 Beale & Co, Birmingham
STEELE, WILLIAM FREDERICK, Formby, Lancaster Aug 31 Pennington & Higson, Liverpool
TIMS, EDWARD MAILE, Milford on Sea, Southampton Aug 21 Scalding & Bodkin, Gordon st
TOWERS, EDWARD, Swansea Aug 5 Meager & Harris, Swansea
TREADWELL, HENRY JOHN, Charing Cross rd, Surveyor Aug 26 Coldham & Birkett, Clement's inn, Strand
TURLE, CAROLINE, Parkstone, Dorset Sept 5 Phillips & Cummings, Ab hurch House, Sherborne la
WADESON, EMILY, Tavistock sq Aug 21 Scadding & Bodkin, Gordon st
WATERS, ALBERT HAMMOND, Cambridge June 21 Glen & Co, Cambridge
WHEELLER, CAROLINE, Camden rd Aug 31 Lyell & Betenson, Lloyd's av
WHITE, JAMES, West n super Mare Sept 1 Smith, Weston super Mare
WITHERS MARGARET, Hotham rd, Putney Aug 26 Tooth & Bloxam, Lincoln's inn, fields

Bankruptcy Notices.

London Gazette.—TUESDAY, July 18.

ADJUDICATIONS.

ANTILL, BRENNER, High st, Acton, Builder Brentford Pet July 14 Ord July 14
ARMSTRONG, FREDERICK, Rugby, Tailor Coventry Pet July 10 Ord July 15
BILLINGS, HARRY REGINALD, Liverpool, Hairdresser Liverpool Pet June 15 Ord July 13
CLAYTON, MATTHIAS, Wigan, Builder Wigan Pet June 27 Ord July 13
COLLINS, THOMAS, Cambleforth, Yorks, Farmer York Pet July 14 Ord July 14
CORONEL SIDNEY AUBREY, Sackville st, Piccadilly, Cigar Merchant High Court Pet June 21 Ord July 13
DANKS, CHARLES LOVITT, Pyrford, Surrey, Insurance Broker High Court Pet May 31 Ord July 14
DOUGLASS, GEORGE OXLEY, Eaton, Yorks, Bricklayer Middlesbrough Pet July 14 Ord July 14
FISHLOCK, JOHN, Sheffield, Licensed Victualler Sheffield Pet July 15 Ord July 15
GIRLING, FREDERICK JOHN, Barnsley, Technical Instructor Barnsley Pet July 15 Ord July 15
GREENOUGH, EDWARD, St Helens, Lancs, Builder Liverpool Pet June 16 Ord July 15
HICK, ARTHUR, Leeds, Fish Merchant Leeds Pet July 12 Ord July 12
HOOLEY, ERNEST TERAH, Great Northern Hotel, King's Cross, Financier High Court Pet April 19 Ord July 15
HUGHES, ROBERT THOMAS, Bangor, Labourer Bangor Pet July 15 Ord July 15
JARVIS, WILLIAM, Cannock, Staffs, Grocer Walsall Pet July 11 Ord July 13
KERSHAW, WILLIAM, Norwich, Journeyman Engineer Norwich Pet July 15 Ord July 15
LADKIN, RALPH, Earl Shilton, Leicester, Boot Manufacturer Leicester Pet June 27 Ord July 15
LEWRY, ALFRED JOHN, Botley, Hants, Butcher Southampton Pet July 13 Ord July 13
LOWE, ABEL, Wellington, Salop, Hardware Dealer Shrewsbury Pet July 13 Ord July 13
MABLESON, GEORGE, Boston, Lincs, Grocer Pet July 15 Ord July 15
MARTIN, MICHAEL, Widnes, Grocer Liverpool Pet June 19 Ord July 15
NAYLOR, WILFRED, Burnley, Butcher Burnley Pet July 13 Ord July 13
NEWTON, JOHN E, and JOHN EDWARD BEDFORD, Barnsley, Builders Barnsley Pet July 7 Ord July 14
ORGEL, ELEAZER, Plymouth, Furniture Dealer Plymouth Pet May 17 Ord July 15
PALLISER, WILLIAM, Blaydon, Durham Grocer Newcastle upon Tyne Pet June 28 Ord July 14
PARKER, ABEL, and WALTER PARKER, Nottingham, Joiners Nottinham Pet July 15 Ord July 15
PLANUS, JEAN JACQUES MARCEL, Fenchurch st, Stamp Dealer High Court Pet July 12 Ord July 12
PHILBIN, EDWARD, Heywood, Engineer Bolton Pet July 15 Ord July 15
RIDPATH, WILLIAM HENRY, Ilkeston, Derby, Electrical Engineer Derby Pet July 14 Ord July 14
STAPLES, WILLIAM JOHN, Kenn, Somerset, Wheelwright Bristol Pet July 13 Ord July 13
STILL LAWRENCE PEEL PHILIPPS, Clifton, Bristol Bristol Pet July 15 Ord July 15
TULLY, WILLIAM, Water la, Great Tower st, Mica Merchant High Court Pet June 13 Ord July 13
WALKER, FREDERICK A, Foots Cray, Kent High Court Pet May 18 Ord July 13
WRAY, EDWIN HAROLD, Manchester, House Furnisher Salford Pet July 11 Ord July 14

ADJUDICATIONS ANNULLED.

LAYCOCK, WILLIAM, Stalybridge Chester Ashton under Lyne Adjud Mar 23, 1907 Annul April 27, 1911
BECK, HENRY, Doncaster, Architect Sheffield Adjud Feb 11, 1910 Annul July 13, 1911

London Gazette.—FRIDAY, July 21.

RECEIVING ORDERS.

AUSTIN, CLAIRE SYLVIE, Crawley, Sussex Brighton Pet July 19 Ord July 19
BAKER, ALFRED HARDING, Westcliff on Sea, Commercial Traveller Chelmsford Pet July 17 Ord July 17
BARGERY, FREDERICK HENRY, Coed Ely, nr Llantrisant, Glam, Collier Pontypridd Pet July 18 Ord July 18
BIRCH, ALBERT GEORGE, Market Deeping, Lincoln, Outfitter Peterborough Pet July 6 Ord July 18
BOSWALL, RANDOLPH HOUSTON, Norfolk st, Strand, Advertising Contractor High Court Pet May 3 Ord July 18
BOURN, WALTER, East Twickenham, Stationer Wandsworth Pet July 18 Ord July 18
BRILLIANT, LEO, West Hampstead, Cinematograph Proprietor High Court Pet July 1 Ord July 17
BURROWS, EDWIN JOHN, Far Cotton, Northampton, Shoe Operative Northampton Pet July 17 Ord July 17
COWDY, WILLIAM WALLACE, Croydon, Surrey Croydon Pet June 10 Ord July 18
DAVID, DANIEL, Cefn Cribbwr, Glam, Collier Cardiff Pet July 19 Ord July 19
FARDON, FREDERICK, Spoonley, nr Winchcombe, Glos, Farmer Cheltenham Pet July 18 Ord July 18
FLETCHER, ROBERT, Ilkeston, Derby, Boot Repairer Derby Pet July 17 Ord July 17
GOSLING, ALBERT EDWARD, Sheffield, Builder's Manager Sheffield Pet July 18 Ord July 18
GOWING, ROBERT, Brundall, Norfolk, Blacksmith Norwich Pet July 18 Ord July 18
GRIFFITHS, G H, Beckenham, Kent Croydon Pet June 26 Ord July 18
HAWKES, PERCY VICTOR, Braintree, Essex, Printer Chelmsford Pet July 17 Ord July 17
HAYHURST, TAYLOR & LILLEY, Liverpool, Auctioneers Liverpool Pet July 6 Ord July 17
HENRY, JOHN, Norwich, Coal Merchant Norwich Pet July 17 Ord July 17
HURST, WILLIAM THOMAS, Toddington, Bedford, Farmer Luton Pet June 15 Ord July 18
JACKSON, ALBERT, Manchester, Boot Dealer Manchester Pet June 17 Ord July 18
JAMES, HARRY WATKIN, Saint Dogmells, Cardigan, Sculptor Carmarthen Pet July 18 Ord July 18
JENNINGS, WILLIAM ARTHUR, Swansea, Clothier Swansea Pet July 12 Ord July 19
LONGSON, JAMES, Stockport, Cheshire, Painter Stockport Pet July 19 Ord July 19
MARSHALLSAY, EDWARD, South wharf, Paddington, Hay Salesman High Court Pet July 18 Ord July 18
MORGAN, JENKIN, Llandyssul, Cardigan, Carpenter Carmarthen Pet July 18 Ord July 18
NETTLESHIP, WILLIAM HERBERT, Market Rasen, Lincs, Coal Merchant Lincoln Pet July 17 Ord July 17
O'SHEA, GERARD HENRY WILLIAM, Grafton st, Piccadilly Court of Appeal Pet April 7 Ord July 15
OWEN, WILLIAM, Seaforth, Contractor Liverpool Pet June 24 Ord July 19
PALMER, WILLIAM, Stoke on Trent, Farmer Stoke upon Trent Pet July 18 Ord July 18
PARKINSON, FREDERICK, jun, Sheffield, Beerhouse Keeper Sheffield Pet July 17 Ord July 17
PETTITT, GEORGE, Bromeswell, Suffolk Ipswich Pet July 18 Ord July 18
PRESTON, JOHN, Liverpool, Fellmonger Liverpool Pet July 17 Ord July 17
REES, JOHN, Kiddermiuster, Grocer Worcester Pet July 3 Ord July 18
SMITH, THOMAS WILLIAM, and WALTER EDWARD SMITH, Selby, Yorks, Builders York Pet July 17 Ord July 17
WARWICK, LILAS EDITH BEATRICE, Bournemouth Poole Pet July 19 Ord July 19
WILLIAMS, JOHN THOMAS, Grange over Sands, Lancs, Fruit Dealer Barrow in Furness Pet July 18 Ord July 18
WILSON, JOHN, Castleford, Yorks, Colliery Deputy Wakefield Pet July 7 Ord July 19

FIRST MEETINGS.

BARGERY, FREDERICK HENRY, Coed Ely, nr Llantrisant, Glam, Collier July 31 at 3 Off Rec, St Catherine's chmbrs, St Catherine's st, Pontypridd
BOSWALL, RANDOLPH HOUSTON, Norfolk st, Strand, Advertising Contractor Aug 2 at 12 Bankruptcy bldgs, Carey st
BRILLIANT, LEO, West Hampstead, Cinematograph Proprietor July 31 at 1 Bankruptcy bldgs, Carey st
CRITCHLEY, JOHN ALFRED, Moreton, nr Birkenhead, Licensed Victualler Aug 2 at 11 Off Rec, 35, Victoria st, Liverpool
FLETCHER, ROBERT, Ilkeston, Boot Repairer July 31 at 12 Off Rec, 5, Victoria bldgs, London rd, Derby
GREENOUGH, EDWARD, St Helens, Lancs, Builder Aug 1 at 11 Off Rec, 35, Victoria st, Liverpool
HAZLEHURST, JOHN WILLIAM, Burnley, Grocer July 31 at 12.15 County Court House, Bankhouse st, Burnley
HENRY, JOHN, Norwich, Coal Merchant July 29 at 1 Off Rec, 8, King st, Norwich
JAMES, HARRY WATKIN, St Dogmells, Cardigan, Sculptor Aug 1 at 11 Off Rec, 4, Queen st, Carmarthen
KERSHAW, WILLIAM, Norwich, Journeyman Engineer July 29 at 12.30 Off Rec, 8, King st, Norwich
LEA, JOHN ORTON, Burton on Trent, Greengrocer July 31 at 11.30 Off Rec, 5, Victoria bldgs, London rd, Derby
MARSHALLSAY, EDWARD, South Wharf, Paddington, Hay Salesman Aug 1 at 11 Bankruptcy bldgs, Carey st

MARTIN, MICHAEL, Widnes, Grocer Aug 3 at 11 Off Rec, 35, Victoria st, Liverpool
MONTIS, HENRY DUNCAN, Sunbury on Thames, Licensed Victualler July 31 at 11.30 132, York rd, Westminster Bridge rd
MORGAN, JENKIN, Llandyssul, Cardigan, Carpenter Aug 1 at 11.30 Off Rec, 4, Queen st, Carmarthen
NAYLOR, WILFRED, Burnley, Butcher July 29 at 11 Off Rec, 13, Winckley st, Preston
O SHEA, GERARD HENRY WILLIAM, Grafton st, Piccadilly Aug 1 at 12 Bankruptcy bldgs, Carey st
PETTITT, GEORGE, Bromeswell, Suffolk, Farmer Aug 1 at 12.30 36, Princes st, Ipswich
PHILBIN, EDWARD, Heywood, Engineer Aug 1 at 11 Off Rec, 19, Exchange st Bolton
RIDPATH, WILLIAM HENRY, Ilkeston, Derby, Electrical Engineer July 31 at 11 Off Rec, 5, Victoria bldgs, London rd, Derby
SMITH, THOMAS WILLIAM, and WALTER EDWARD SMITH, Selby, York, Builders Aug 1 at 11 Off Rec, The Red House, Duncombe pl, York
STILL, LAWRENCE PERL PHILIPPS, Clifton, Bristol Aug 2 at 11.30 Off Rec, 26, Baldwin st, Bristol
WOLSEY, HENRY KENT, Brandon, Suffolk, Carter July 29 at 12 Off Rec, 8, King st, Norwich
WRAY, EDWIN HAROLD, Manchester, House Furnisher July 29 at 11 Off Rec, Byrom st, Manchester
WYLES, HORACE, Harbledown, Kent, Baker July 29 at 12.15 Off Rec, 68A, Castle st, Canterbury

ADJUDICATIONS.

BAKER, ALFRED HARDING, Westcliff on Sea, Commercial Traveller Chelmsf rd Pet July 17 Ord July 17
BARGERY, FREDERICK HENRY, Coed Ely, nr Llantrisant, Glam, Collier Pontypridd Pet July 18 Ord July 18
BOUAN, WALTER, East Twickenham, Stationer Wandsworth Pet July 18 Ord July 18
BURGHES, A M, Paternoster row, Literary Agent High Court Pet May 31 Ord July 17
BURROWS, EDWIN JOHN, Far Cotton, Northampton, Shoe Operative Northampton Pet July 17 Ord July 17
CARIDIA, ALEXANDER, Devonshire ter, Lancaster Gate High Court Pet May 4 Ord July 17
COLBOURN, ALBERT EDWARD, Hessle Common, York, Fish Merchant Kingston upon Hull Pet June 2 Ord July 18
CRITCHLEY, JOHN ALFRED, Moreton, nr Birkenhead, Licensed Victualler Birkenhead Pet June 15 Ord July 15
DAVID, DANIEL, Cefn Cribbwr, Glam, Collier Cardiff Pet July 19 Ord July 19
FARDON, FREDERICK, Spooneley, nr Winchcombe, Glos, Farmer Cheltenham Pet July 18 Ord July 18
FLETCHER, ROBERT, Ilkeston, Derby, Boot Repairer Derby Pet July 17 Ord July 17
GILL, JOHN HOWARD, Wimbledon, Surrey, Commercial Traveller Kingston, Surrey Pet July 15 Ord July 19
GOSLING, ALBERT EDWARD, Sheffield, Builder's Manager Sheffield Pet July 18 Ord July 18
GOWING, ROBERT, Brundall, Norfolk, Blacksmith Norwich Pet July 18 Ord July 18
HAWKES, PERCY VICTOR, Braintree, Essex, Printer Chelmsford Pet July 17 Ord July 17
HENRY, JOHN, Norwich, Coal Merchant Norwich Pet July 17 Ord July 17
JAMES HARRY WATKIN, St Dogmells, Cardigan, Sculptor Carmartnen Pet July 18 Ord July 18
LONGSON, JAMES, Stockport, Cheshire, Painter Stockport Pet July 19 Ord July 19
LUCAS, BENJAMIN PEARCE, Arlington rd, Regent's Park, Music Hall Proprietor High Court Pet May 19 Ord July 18
LYONS, LAWRENCE NATHANIEL, West End la, W Hampstead High Court Pet Nov 18 Ord July 18
LYONS, NATHANIEL LAWRENCE, West End la, W Hampstead High Court Pet Mar 31 Ord July 18
MARSHALLSAY, EDWARD, South wharf, Paddington, Hay Salesman High Court Pet July 18 Ord July 18
MAXSTED, TEMPLE, Hesale, Yorks High Court Pet Mar 17 Ord July 19
MONTEFIORE, LOUIS PHILIPPE, Coburg pl, Hyde Park High Court Pet May 18 Ord July 18
MORGAN, JENKIN, Llandyssul, Cardigan, Carpenter Carmarthen Pet July 18 Ord July 18
NETTLESHIP, WILLIAM HERBERT, Market Rasen, Lincs, Coal Merchant Lincoln Pet July 17 Ord July 17
PALMER, WILLIAM, Stoke on Trent, Farmer Stoke upon Trent Pet July 18 Ord July 18
PARKINSON, FREDERICK, jun, Sheffield, Beerhouse Keeper Sheffield Pet July 17 Ord July 17
PETTITT, GEORGE, Bromeswell, Suffolk, Farmer Ipswich Pet July 18 Ord July 18
PRESTON, JOHN, Liverpool, Fellmonger Liverpool Pet July 17 Ord July 19
PRITCHARD, SAMUEL CASSIN, Erdington, Warwick, Iron Merchant Birmingham Pet June 8 Ord July 17
RISTORI, EMANUEL, Parliament st, Westminster, Civil Engineer High Court Pet May 9 Ord July 19
RUSSELL, CHARLES, Eastbourne, Greengrocer Eastbourne Pet June 30 Ord July 18
SMITH, THOMAS WILLIAM, and WALTER EDWARD SMITH, Selby, Yorks, Builders York Pet July 17 Ord July 17
STOKES, WILLIAM EDWARD, Shirley, Warwick, Hardware Merchant Birmingham Pet July 5 Ord July 19
WARWICK, LILAS EDITH BEATRICE, Bournemouth West Poole Pet July 19 Ord July 19
WILLIAMS, JOHN THOMAS, Grange over Sands, Lancs, Fruit Dealer Barrow in Furness Pet July 18 Ord July 18

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

HAMLYN, GEORGE MORISON, Twickenham, Master Mariner Brentford Rec Ord Nov 14, 1905 Adjud Nov 24, 1905 Annul July 7, 1911

London Gazette.—TUESDAY, July 26.

RECEIVING ORDERS.

ALLEN, FREDERICK STEPHEN PESKETT, Manchester, Wholesale Fish Salesman Manchester Pet July 20 Ord July 20
BARFORD, JAMES, Daventry, Northampton, Carrier Northampton Pet July 22 Ord July 22
BELL, RICHARD FELL, Ambleside, Westmorland, Ironmonger Kendal Pet July 22 Ord July 22
CHARLES, JOHN, Mountain Ash, Glam, Draper Aberdare Pet July 20 Ord July 20
FEITELSON, ISIDORE WULFF, Great St Thomas Apostle, Fur Dealer High Court Pet June 16 Ord July 21
GOODALL, EDWIN FREDERIC, Edgbaston, Birmingham, General Merchant Birmingham Pet May 9 Ord July 18
GRUHN, FERDINAND PHILIP, Tamworth st, Walham Green Taxi cab Driver High Court Pet July 20 Ord July 20
HARDING, ALFRED SIDNEY COWELL, Torquay, Painter Exeter Pet July 21 Ord July 21
HARRIS, ALFRED JAMES, Shoeburyness, Essex, Builder Chelmsford Pet July 19 Ord July 19
HERFORD, HENRY FRANCIS, Budleigh Salterton, Devon Exeter Pet Aug 4, 19 9 Ord July 21
HERON, IRENE CLARISSA LORIANNE, Overstrand mans, Battersea Park Wandsworth Pet May 15 Ord July 22
HERRING, CHARLES EDWARD, Stubton, Lincs, Farmer Nottingham Pet July 22 Ord July 22
HODGSON, REGINALD DRURY, Curzon st, Mayfair, Underwriter High Court Pet June 28 Ord July 21
JAMESON, RONALD, Ashburn pl, South Kensington High Court Pet June 12 Ord July 21
JONES, SEPTIMUS, and BENJAMIN GRIGGS, Wollaston Northampton, Shoe Manufacturers Northampton Pet July 21 Ord July 21
KITCHEN, CHARLES JOSEPH, Great Grimsby, Labourer Great Grimsby Pet July 18 Ord July 18
LEDGARD, ALFRED, Collingham Bridge, York, General Dealer Leeds Pet July 19 Ord July 19
MEAKIN, LOUIS, Beechwood av, Kew Gardens Wandsworth Pet July 1 Ord July 21
MILLS, WILLIAM, Boothfields, Royton, nr Oldham, Carrier Oldham Pet July 20 Ord July 20
MONTAGU, ROBERT CROMBIE, Maidenhead, Dealer in Antiques Windsor Pet June 20 Ord July 22
NIX WILLIAM HILL, Southminster, Essex, Motor Engineer Chelmsford Pet July 19 Ord July 19
NORMAN, ROBERT EDWARD PIGOTT, Mornington av mans, West Kensington High Court Pet Feb 13 Ord July 19
OVERBURY, JAMES WILLIAM, Gloucester, Butcher Gloucester Pet July 20 Ord July 20
RANDELL, JACK G, Southwater, Sussex Brighton Pet June 24 Ord July 20
RICE, THOMAS GEORGE, Sketty, Glam, Boot Repairer Swansea Pet July 20 Ord July 20

ROBINS, THOMAS, Huddersfield, Schoolmaster Huddersfield Pet July 21 Ord July 21
RUSSELL, BARTHOLOMEW FARROW, Carlin How, York, Grocer Stockton on Tees Pet July 21 Ord July 21
SMITH, WILLIAM, Cornelly Arms Inn, nr Pyle, Glam, Publican Cardiff Pet July 21 Ord July 21
TAYLOR, ARTHUR WILLIS, Sheffield, Beerhouse Keeper Sheffield Pet July 22 Ord July 22
WAINWRIGHT, FRANK, Nelson, Lancs, Cabinet Maker Burnley Pet July 21 Ord July 21
WEBB, THOMAS, Bury, Lancs, Chartered Accountant Bolton Pet May 15 Ord July 19
WEEKS, CHARLES, Palmerston cres, Palmers Green, Builder Edmonton Pet June 28 Ord July 21
WHITAKER, SAMUEL, Leeds, Glass Merchant Leeds Pet July 19 Ord July 19
WILLIAMS, DAVID, Five Roads, nr Llanelly, Quarry Proprietor Carmarthen Pet July 7 Ord July 21

Amended Notice substituted for that published in the London Gazette of July 14:

BARTON, JAMES, Southport, Solicitor Liverpool Pet May 2 Ord July 10

FIRST MEETINGS.

BAKER, ALFRED HARDING, Westcliff on Sea, Commercial Traveller Aug 2 at 2.30 Shire Hall, Chelmsford
BARTON, JAMES, Southport Solicitor Aug 4 at 11 Off Rec, 35, Victoria st, Liverpool
BOURN, WALTER, Morley rd, East Twickenham, Stationer Aug 3 at 11.30 132, York rd, Westminster Bridge rd
BURROWS, EDWIN JOHN, Far Cotton, Northampton, Shoe Operative Aug 2 at 12 Off Rec, Northampton
CHARLES, JOHN, Mountain Ash, Draper Aug 4 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine's st, Pontypridd
COWDY, WILLIAM WALLACE, Croydon Aug 3 at 12 132, York rd, Westminster Bridge rd
DAY, JOHN, South, Lowestoft, Boatowner Aug 2 at 12.30 Off Rec, 8, King st, Norwich
FARDON, FREDERICK, Spooniey, nr Winchcombe, Glos, Farmer Aug 3 at 11.15 County Court bldgs, Cheltenham
FEITELSON, ISIDORE WULFF, Great St Thomas Apostle, Fur Dealer Aug 3 at 1 Bankruptcy bldgs, Carey st
FISHLOCK, JOHN, Sheffield, Licensed Victualler Aug 2 at 11.30 Off Rec, Figtree ln, Sheffield
GILL, JOHN HOWARD, Wimbledon, Commercial Traveller Aug 2 at 11.30 132, York rd, Westminster Bridge rd
GIRLING, FREDERICK JOHN, Barnsley, Technical Instructor Aug 2 at 10.30 Off Rec, 7, Regent st, Barnsley
GOODHALL, EDWIN FREDERIC, Edgbaston, Birmingham, General and Metal Merchant Aug 4 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
GOSLING, ALBERT EDWARD, Sheffield, Builder's Manager Aug 2 at 12.30 Off Rec, Figtree ln, Sheffield
GOWING, ROBERT, Brundall, Norfolk, Blacksmith Aug 2 at 12 Off Rec, 8, King st, Norwich
GRIFFITHS, G H, Beckenham, Kent Aug 4 at 11.30 132, York rd, Westminster Bridge rd
GRUHN, FERDINAND PHILIP, Tamworth st, Walham Green, Taxi cab Driver Aug 2 at 11 Bankruptcy bldgs, Carey st
HAIGH, HARRY, Moldgreen, Huddersfield, Joiner Aug 2 at 11 Law Society's Room, Imperial arcade, New st, Huddersfield
HARRIS, ALFRED JAMES, Shoeburyness, Essex, Builder Aug 4 at 3 Bankruptcy bldgs, Carey st
HAWKES, PERCY VICTOR, Braintree, Essex, Printer Aug 2 at 2 Shire Hall, Chelmsford
HODGSON, REGINALD DRURY, Curzon st, Underwriter Aug 3 at 11.30 Bankruptcy bldgs, Carey st
JACKSON, ALBERT, Manchester, Boot Dealer Aug 2 at 3 Off Rec, Byrom st, Manchester
JAMESON, RONALD, Ashburn pl, South Kensington Aug 3 at 11 Bankruptcy bldgs, Carey st
JARVIS, WILLIAM, Cannock, Staffs, Grocer Aug 2 at 12 Off Rec, Wolverhampton
JENNINGS, WILLIAM ARTHUR, Swansea, Clothier Aug 2 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
KITCHEN, CHARLES JOSEPH, Great Grimsby, Labourer Aug 3 at 10.15 Off Rec, St Mary's chmbrs, Great Grimsby
LEDGARD, ALFRED, Leeds, General Dealer Aug 2 at 3 Off Rec, 24, Bond st, Leeds
LILLEY, WILLIAM, New Ferry, Chester, Auctioneer Aug 4 at 12 Off Rec, 35, Victoria st, Liverpool
MABLESON, GEORGE, Boston, Lincs, Grocer Aug 8 at 2 Off Rec, 4 and 6, West st, Boston
MEAKIN, LOUIS, Beechwood av, Kew Gardens Aug 9 at 11.30 132, York rd, Westminster Bridge rd
MILLS, WILLIAM, Royton, nr Oldham, Carrier Aug 8 at 11 Off Rec, Greaves st, Oldham
NETTLESHIP, WILLIAM HERBERT, Market Rasen, Lincs, Coal Merchant Aug 9 at 12 Off Rec, 10, Bank st, Lincoln
NORMAN, ROBERT EDWARD PIGOTT, Mornington Avenue mans, West Kensington Aug 2 at 1 Bankruptcy bldgs, Carey st
PARKER, ABEL, and WALTER PARKER, Nottingham, Joiners Aug 3 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
PARKINSON, FREDERICK, jun, Sheffield, Beerhouse Keeper Aug 2 at 12 Off Rec, Figtree ln, Sheffield
PRESTON, JOHN, Liverpool, Fellmonger Aug 2 at 12 Off Rec, 35, Victoria st, Liverpool
WARWICK, LILAS EDITH BEATRICE, Bournemouth Aug 2 at 3.30 Arcade chmbrs (first floor), Bournemouth
WHITAKER, SAMUEL, Leeds, Glass Merchant Aug 3 at 2 North Stafford Hotel, Stoke on Trent
WILLIAMS, DAVID, Five Roads, nr Llanelly, Quarry Proprietor Aug 4 at 11 Off Rec, 4, Queen st, Carmarthen
WILLIAMS, JOHN THOMAS, Grange over Sands, Fruit Dealer Aug 2 at 12 Off Rec, 16, Cornwallis st, Barrow in Furness
WILSON, WILLIAM FREDERICK, South Benfleet, Essex Aug 2 at 3 Shire Hall, Chelmsford

ADJUDICATIONS.

ALLEN, FREDERICK STEPHEN PESKETT, Manchester, Wholesale Fish Salesman Manchester Pet July 20 Ord July 20
BARFORD, JAMES, Northampton, Carrier Northampton Pet July 22 Ord July 22
BELL, RICHARD FELL, Ambleside, Westmorland, Ironmonger Kendal Pet July 22 Ord July 22
BIRCH, ALBERT GEORGE, Market Deeping, Lincoln, Outfitter Peterborough Pet July 6 Ord July 20
CHARLES, JOHN, Mountain Ash, Glam, Draper Aberdare Pet July 20 Ord July 20
COWDY, WILLIAM WALLACE, Croydon, Surrey Croydon Pet June 10 Ord July 21
GRUHN, FERDINAND PHILIP, Tamworth st, Walham Green, Taxi Cab Driver High Court Pet July 20 Ord July 20
HANDFORD, JOE, Buckingham Palace rd, Auctioneer High Court Pet June 9 Ord July 20
HARDING, ALFRED SIDNEY COWELL, Torquay, Painter Exeter Pet July 21 Ord July 21
HARRIS, ALFRED JAMES, Shoeburyness, Essex, Builder Chelmsford Pet July 19 Ord July 19
HATCHER, FREDERICK RICHARD, Union st, Borough, Licensed Victualler High Court Pet June 21 Ord July 21
HAZLEHURST, JOHN WILLIAM, Burnley, Lancs, Grocer Burnley Pet July 7 Ord July 21
JAMES, JAMES PREECE, Tenby, Pembroke, Architect Pembroke Dock Pet July 4 Ord July 20
JONES, JOHN, Swansea, Licensed Victualler Swansea Pet May 30 Ord July 21
JONES, SEPTIMUS, and BENJAMIN GRIGGS, Wollaston, Northampton, Shoe Manufacturer Northampton Pet July 21 Ord July 21
KITCHEN, CHARLES JOSEPH, Great Grimsby, Labourer Great Grimsby Pet July 18 Ord July 18
LEDGARD, ALFRED, Leeds, General Dealer Leeds Pet July 19 Ord July 19
LILLEY, WILLIAM, New Ferry, Chester, Auctioneer Liverpool Pet July 6 Ord July 22
MILLS, WILLIAM, Royton, nr Oldham, Carrier Oldham Pet July 20 Ord July 20
NIX, WILLIAM HILL, Southminster, Essex, Motor Engineer Chelmsford Pet July 19 Ord July 19
OVERBURY, JAMES WILLIAM, Gloucester, Butcher Gloucester Pet July 20 Ord July 20
REES, JOHN, Kidderminster, Grocer Kidderminster Pet July 3 Ord July 22
RICE, THOMAS GEORGE, Sketty, Glam, Boot Repairer Swansea Pet July 20 Ord July 20
RUSSELL, BARTHOLOMEW FARROW, Carlin How, Grocer Stockton on Tees Pet July 21 Ord July 21
SMITH, ARCHIBALD HENRY, Sutton, Surrey, Auctioneer Croydon Pet May 1 Ord July 19
SMITH, WILLIAM, Cornelly Arms Inn, nr Pyle, Glam, Publican Cardiff Pet July 21 Ord July 21
TAYLOR, ARTHUR WILLIS, Sheffield, Beerhouse Keeper Sheffield Pet July 22 Ord July 22
TIERNEY, WILLIAM, Gloucester rd, South Kensington High Court Pet May 19 Ord July 20
WAINWRIGHT, FRANK, Nelson, Lancs, Cabinet Maker Burnley Pet July 21 Ord July 21
WEBB, THOMAS, Bury, Lancs, Chartered Accountant Bolton Pet May 15 Ord July 20
WHITAKER, SAMUEL, Leeds, Glass Merchant Leeds Pet July 19 Ord July 19
WILLIAMS, DAVID, Five Roads, nr Llanelly, Quarry Proprietor Carmarthen Pet July 7 Ord July 22
WILSON, JOHN, Cotleford, York, Colliery Deputy Wakefield Pet July 7 Ord July 20
WILSON, MABEL EDEN, Scarborough Scarborough Pet April 28 Ord July 20

ADJUDICATIONS ANNULLED.

WARREN, HENRY, Coldharbour ln, Brixton High Court Pet April 28, 1909 Adjud June 14, 1909 Annul July 20, 1911
PEARSON, JOHN THOMAS, Sheffield, Licensed Victualler Sheffield Adjud April 30, 1902 Annul July 19, 1911